



City of Berwyn

City Council Meeting

June 28, 2011

BERWYN CITY COUNCIL MEETING

June 28, 2011

DEAR ATTENDEE.....THE MAYOR AND CITY COUNCIL WELCOME YOU. PLEASE KEEP IN MIND THAT THIS IS A MEETING OF THE MAYOR AND COUNCIL MEMBERS AS OPPOSED TO A PUBLIC HEARING WHERE ATTENDEES ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE MAYOR TO SPEAK, YOU ARE REQUESTED NOT TO INTERRUPT. IF YOU ARE RECOGNIZED BY THE MAYOR, PLEASE PREFACE YOUR REMARKS BY STATING YOUR NAME AND ADDRESS FOR THE RECORD. THANK YOU.

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG 5/24/11-COW-5/24/11
- (D) BID OPENING – TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-CHICAGO METROPOLITAN AGENCY FOR PLANNING LOCAL TECHNICAL
 - 2. BDC-ORD. TERMINATING BERWYN THEATRE (CERMAK) TIF DISTRICT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. RETIREMENT OF JOE LOTITO-POLICE AND FIRE COMMISSION
 - 2. SECRETARY VACANCY-BOARD OF FIRE & POLICE COMMISSIONERS
 - 3. RESIGNATION OF ANTHONY ADOLF-POLICE AND FIRE COMMISSION
 - 4. POLICE AND FIRE COMMISSION APPOINTMENT-MONTORO
 - 5. POLICE AND FIRE COMMISSION APPOINTMENT-TOMAN
 - 6. POLICE AND FIRE COMMISSION APPOINTMENT-REINA
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. OPEN MEETING ACT (OMA) OFFICER DESIGNATION
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-DEFERRED HANDICAP SIGN-R. GARZA-3329 KENILWORTH
 - 2. BHPC-REVISED PROCEDURAL RULES
 - 3. LAURETO-CHICAGO ASSOC. OF REALTORS WEST TOWNS CHAPTER

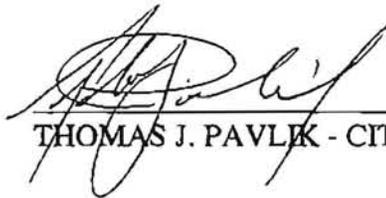
(J) STAFF REPORTS

1. CITY ATTORNEY-SETTLEMENT OF CASE # 11 CV 2392
2. CITY ATTORNEY-ORD. TRAFFIC ENFORCEMENT SYSTEM
3. DIR/IT-REQUEST TO BID/CITY HALL GENERATOR AND UPS SYSTEM
4. DIR/CDBG-RESOLUTION IGA FOR WEST SUBURBAN COLLABORATIVE
5. DIR/CDBG-RESOLUTION-CDBG PROJECT YEAR 11
6. FIRE CHIEF-LOCAL 506 COLLECTION DATES FOR MUSCULAR DYSTROPHY

(K) CONSENT AGENDA: ALL ITEMS ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED IN ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED AS THE FIRST ITEM AFTER APPROVAL OF THE CONSENT AGENDA

1. BUDGET CHAIR-PAYROLL-6/22/11-\$957,801.31
2. BUDGET CHAIR-PAYABLES-6/28/11-\$1,486,127.41
3. PAUL-HANDICAP SIGN-R. GODAWA-3126 KENILWORTH-APPROVE
4. PAUL-HANDICAP SIGN-R. KENNEDY-2436 KENILWORTH-DENY
5. AVILA-HANDICAP SIGN-J GOFF-1941 KENILWORTH-APPROVE
6. AVILA-HANDICAP SIGN-F. SALERNO-2423 HOME-DENY
7. MISERICORDIA/JELLY BELLY CANDY DAYS 4/27, & 4/28/2012
8. BLOCK PARTY-1600 CLINTON-7/9/11
9. BLOCK PARTY-2100 HIGHLAND-7/23/11
10. BLOCK PARTY-3200-WINCONSIN-7/30/11
11. NEW LIFE COMMUNITY CHURCH-OUTDOOR COOKING EVENT-7/3/11
12. BLOCK GARAGE SALE-1800 CLINTON/KENILWORTH-7/17, & 7/28/11

ITEMS SUBMITTED ON TIME 31



THOMAS J. PAVLIK - CITY CLERK



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- A Pledge of Allegiance-Moment of Silence**
 - B. Open Forum**
(Topic Must Not Be on The Agenda)



**C. Presentation of Previous
Meeting Minutes for Approval**

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
June 14, 2011

- 
1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:01 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Santoy, Polashek, Avila, Laureto, Absent: none.
 2. The Pledge of Allegiance was recited and a moment of silence was observed for the deceased Virginia Calabrese, loving Grandmother of Detective Frank Teutonico the passing of Joe Morales, Brother in law of Berwyn Township Trustee Edward Espinoza and for remembrance of Flag Day all armed forces .
 3. The Open Forum portion of the meeting was announced. The Mayor recognized Jeff Janda of the Kiwanis Club who presented Clerk Pavlik a check for \$1,200 to be used for the City of Berwyn Dollars for Scholars fund. The Mayor announced that he received a 2011 bill review savings report from the city's insurance underwriters noting a savings of 41% of the net charges totaling more than \$122,881.53. The Mayor also read a letter from Commodore Barry Post 256 from Commander Ben Pennacchio thanking Alderman Nora Laureto for the fourth year in a row she has honored our fallen veterans by decorating the Post's Veteran's Memorial for Memorial Day, along with Patricia James, Kelly Cimaglia, and Laura Jurgenson, who shown their love and respect for our heroes who have made the ultimate sacrifice.
 4. The minutes of the Berwyn City Council Meeting, held May 24, 2011 and the Committee of the Whole, held on May 24, 2011 were submitted. Thereafter Skryd, made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
 5. The Berwyn Development Corporation submitted a request for the Modular News Rack System RFP responses and to direct the corporate authorities, along with any interest parties, to adjourn to the conference room to open tabulated and returned same. Motion carried by a voice vote. Clerk Pavlik noted that we received bids from Kaspar Sho-Rack of Shiner, TX and Randall Zartman of Fisher, IN.
 6. The Berwyn Development Corporation submitted a communication regarding a lease for overflow parking related to Berwyn Gateway Plaza redevelopment project (Northeast corner of Harlem & Cermak) and an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY TO LEASE CERTAIN REAL PROPERTY TO BERWYN GATEWAY PARTNERS LLC FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

BERWYN CITY COUNCIL MINUTES

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Thereafter Paul made a motion, seconded by Avila, to concur and **adopt**, per amended revised ground lease agreement and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

7. The Berwyn Development Corporation submitted a TIF application for Automated Lifestyles, 3208 Grove Ave. Thereafter, Paul made a motion, seconded by Boyajian to concur and approve as submitted for payment up to the TIF eligible amount of \$25,000. The motion carried by a unanimous roll call vote.
8. A deferred communication from the Mayor regarding Mayoral Appointments was submitted. Thereafter, Boyajian made a motion, seconded by Polashek to concur and approve as submitted. Motion carried by following roll call, Yeas: Chapman, Boyajian, Skryd, Santoy, Polashek, Avila, Laureto. Nays: Paul.
9. The City Clerk submitted a communication regarding Official 2010 Decennial Census certifying the population of Berwyn at 56,657. Thereafter Chapman, made a motion, seconded by Polashek, to accept the matter as informational. The motion carried by a voice vote.
10. The City Clerk submitted a communication and an ordinance entitled:

AN ORDINANCE ADOPTING THE PREVAILING WAGE STANDARDS FOR THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

Thereafter Skryd, made a motion, seconded by Avila, to concur and **adopt** as presented to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

11. A deferred communication from Alderman Chapman regarding a Handicap sign for Garza, 3329 S. Kenilworth was submitted. Thereafter, Chapman made a motion, seconded by Boyajian to defer the matter for two weeks. The motion carried by a voice vote.
12. Alderman Santoy submitted a communication regarding KaBOOM Playground Build thanking all involved who joined in at the build of Brocato Park on June 4, 2011. Thereafter, Santoy, made a motion, seconded by Avila, to accept the matter as informational. The motion carried by a voice vote.
13. The City Attorney submitted a communication regarding settlement of case # 08WC26439 in the amount of \$99,786.00. Thereafter, Avila made a motion, seconded by Santoy to concur and approve for payment. The motion carried by a unanimous roll call vote.

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14. The City Attorney submitted a communication regarding settlement of case # 07WC35186 in the amount of \$137,500.00. Thereafter, Avila made a motion, seconded by Skryd to concur and approve for payment. The motion carried by a unanimous roll call vote.
15. A motion by Chapman seconded by Boyajian to bring forth item # D-1. The Berwyn Development Corporation request for RFP bids for Modular News Rack System were tabulated and returned from Kaspar Sho-Rack, Shiner, TX in the amount of \$170,494.55 and Randall Zartman, Fisher, IN in the amount of \$234,300.00. Thereafter, Boyajian made a motion, seconded by Polashek to refer the matter to the BDC and the City Administrator to review and return to City Council with recommendation. The motion carried by a voice vote.
16. The City Attorney submitted a communication regarding Revised Handicap Parking Ordinance and an ordinance entitled:

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE RESERVATION OF STREET PARKING FOR PERSONS WITH DISABILITIES, AND AMENDING CHAPTER 484.05 AND CHAPTER 484.055 IN ITS ENTIRETY OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

Thereafter Paul, made a motion, seconded by Boyajian, to concur, **adopt** as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

17. The Public Works Director submitted a communication requesting permission to seek proposals regarding Underground Fuel Tank removal. Thereafter, Polashek made a motion, seconded by Avila to concur and grant permission. The motion carried by a unanimous roll call vote.
18. The Finance Director submitted a communication regarding the Disposal of Public Works Dump a Truck a Ford 1989 L8000 and declaring same as surplus property. Thereafter, Boyajian made a motion, seconded by Avila to concur. The motion carried by a voice vote.
19. The Public Works Director submitted a communication with a recommendation for the disposal of the 1989 Ford L8000 Dump Truck and an attached Resolution authorizing same entitled:

AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF BERWYN, COOK COUNTY, IL

BERWYN CITY COUNCIL MINUTES

June 14, 2011

Thereafter Boyajian, made a motion, seconded by Paul, to concur, **adopt** the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

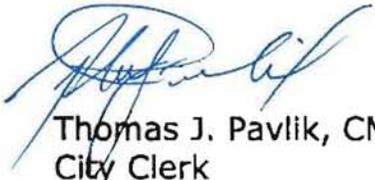
20. The Public Works Director submitted a communication regarding recommendation for disposal of surplus property (25 Street Lights poles removed from Roosevelt Road.) Thereafter, Skryd made a motion, seconded by Boyajian to concur and refer the matter to the Finance Director. The motion carried by a unanimous roll call vote.
21. The Berwyn Fire Department, Chief Denis O'Halloran, submitted a communication regarding the purchase of a Quint Replacement Fire Department Vehicle. Thereafter the Mayor recognized Chief O'Halloran who reviewed same. Thereafter, Boyajian made a motion, seconded by Avila to concur, grant permission and authorized purchase in an amount not to exceed \$798,955.00. The motion carried by a unanimous roll call vote
22. The Berwyn Fire Department, Chief Denis O'Halloran, submitted a communication requesting to go out to bid for replace Tornado & Emergency Warning Siren. Thereafter, Boyajian made a motion, seconded by Skryd to concur and grant permission. The motion carried by a unanimous roll call vote.
23. The Consent agenda Items K-1 thru K-15 were submitted:
 - K-1-Budget Chair,
 - Payroll for May 25, 2011, \$912,174.73-Approve
 - Payroll for June 8, 2011, \$1,089,826.26-Approved
 - K-2-Budget Chair, Payables for June 14, 2011, \$1,503,748.86-Approve
 - K-3- Bldg. Dept.-Building and local Improvement Permits May, 2011-Info
 - K-4-Paul, Handicap sign for H. Kosinar, 2702 Euclid, **Approve**
 - K-5-Avlla, Handicap sign for E. Zaravia, 1619 Home, **Approve**
 - K-6-Skryd, Handicap sign for A. Babinec, 2847 Ridgeland, **Approve**
 - K-7-Bow Wow Luau-Grove between 32nd St.-July 10, 2011-Grant Permission
 - K-8-BDDDB-Partial closure of Alley-6833 Stanley-July 17, 2011 Grant Permission
 - K-9-Fitzgerald-Summertime Festival-July 1st thru July 4th -Grant Permission
 - K-10-Emmanuel Bible Church-Outdoor Festival-July 23, 2011-Grant Permission
 - K-11-St. Odilo Church-Corpus Christi Celebration-June 26, 2011-Grant Permission
 - K-12-Block Party-1900 Clinton-July 16, 2011-Grant Permission
 - K-13-Block Party-2900 Maple-July 3, 2011-Grant Permission
 - K-14-Block Party-3200 Wenonah-July 1st & 2nd, 2011-Grant Permission
 - K-15-Block Party-3100 Maple-August 27, 2011-Grant Permission

BERWYN CITY COUNCIL MINUTES
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Thereafter, a motion by Avila seconded by Santoy to concur and approved by Omnibus Vote Designation. The motion carried by voice vote.

24. There being no further business to come before the meeting, same was after a motion by Laureto, seconded Avila, to adjourn at the hour of 8:30 p.m. The motion carried by a voice vote.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Thomas J. Pavlik', written over a faint, illegible printed name.

Thomas J. Pavlik, CMC
City Clerk

MINUTES
Berwyn City Council
COMMITTEE OF THE WHOLE
June 14, 2011

1. The Committee of the Whole was called to order by Mayor Lovero at 6:05 p.m. Upon the call of the roll, the following responded present: Boyajian, Paul, Skryd, Polashek, Avila, Laureto. Absent: Chapman, Santoy. Thereafter, a motion by Avila, seconded by Boyajian, to excuse Alderman Chapman, Alderman Santoy. Motion carried.
2. Model Committee Grant Presentation, the Mayor recognized Public Works Director Robert Schiller and Amanda Woodall representative from Active Transportation Alliance. Schiller stated that this was made possible thru a Cook County Department of Public Health Grant and is in conjunction with Complete Streets Program. The program is developed to promote walking, biking, physical actives, which includes making the streets and intersections safer for pedestrians and bicycle traffic. Ms. Woodall explained the process and policy for developing and implementing the program, noting that the City of Berwyn has put together a steering committee regarding same. The Mayor then recognized Kurtis Pozsgay from the Berwyn Development Corporation who reviewed the progress and brought the council up to date on what has been done to this point, noting we originally received a grant for \$140,000 from the Cook County Department of Public Health.

-Note: Alderman Chapman present at 6:18 p.m.

He also noted that this is incorporating school travel plans with District 100 and is incorporating a city wide Active Transportation Program. Noting that Phase I and Phase II of the program are complete, out of the 5 phases and now we are in the training and oversight phases.

Alderman Boyajian questioned if this included signage that identify the routes. Answer: yes. Kurtis Pozsgay stated that they will be updating the council from time to time as this program progresses.

3. The Mayor requested a motion to close the Committee of the Whole for pending litigation and real estate. Thereafter, Boyajian made a motion, seconded by Polashek, to close the Committee of the Whole at 6:21 p.m. Motion carried.
4. A motion by Boyajian, seconded by Paul, to reopen the Committee of the Whole at 7:30 p.m. Motion carried. Note: Santoy now present at 6:38 p.m.

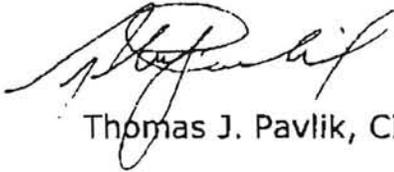
COMMITTEE OF THE WHOLE

June 14, 2011

5. Parking lease for Gateway Plaza, item E-1 on the Council Agenda. The Mayor recognized Anthony Griffin Executive Director of the Berwyn Development Corporation who presented the council with an amended updated lease agreement which will be submitted for council approval and attached to the ordinance authorizing the agreement. Griffin reviewed the lease and changes. Thereafter the Mayor explained that this will help the developers secure other parcels of the blocks for Phase II and Phase III of development and help the developer secure tenants.

6. There being no further business for the open portion of the Committee of the Whole, the Mayor asked for a motion to adjourn. Thereafter, Avila made a motion, seconded by Boyajian, to adjourn the Committee of the Whole at 7:50 p.m. Motion carried.

Respectfully submitted,



Thomas J. Pavlik, City Clerk



D. Bid Openings Tabulations



**E. Berwyn Development Corp. –
Berwyn Township/Health District**



June 28, 2011

Mayor Robert J Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402

Re: Chicago Metropolitan Agency for Planning Local Technical Assistance

Dear Mayor and City Council,

Late in 2010, the Chicago Metropolitan Agency for Planning (CMAP) adopted its long-range regional planning initiative called GO TO 2040. Soon after, the U.S. Department of Housing and Urban Development (HUD) Sustainable Communities Initiative announced a three-year, \$4.25 million award to CMAP for technical assistance to communities seeking to implement GO TO 2040. In early 2011, a call for projects was announced and in March, Berwyn was recognized as a priority project.

The City of Berwyn applied and was awarded free technical assistance to update its comprehensive plan and zoning ordinance. Through this program, CMAP staff will work with the City of Berwyn and the Berwyn Development Corporation to undertake the assignment. The planning process has been structured to facilitate the participation of key stakeholders and City residents in the development of this plan. CMAP staff will work through a Steering Committee consisting of individuals selected by the City of Berwyn.

The aforementioned plan and ordinance will help guide future planning and development decisions in the City. They will also open the City up to new funding opportunities and consolidate many studies and zoning ordinance changes. The project has a timeline of approximately 17 months.

The BDC is requesting City Council approve the attached Resolution, Memorandum of Understanding and Scope of Work. With this City Council consent, the City and BDC will initiate the planning process in cooperation with CMAP. The BDC Board of Directors took action on the same document set at their June Board meeting.

Respectfully submitted for your consideration,

A handwritten signature in black ink, appearing to read "Kurtis Pozsgay", is written over a horizontal line.

Kurtis Pozsgay

City of Berwyn, IL

Resolution # _____

**A RESOLUTION TO ACCEPT PLANNING STAFF ASSISTANCE SERVICES DELIVERED
BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the City of Berwyn ("the City") has applied for staff assistance services through the Chicago Metropolitan Agency for Planning ("CMAP"), for update to the City's comprehensive plan and zoning ordinance; and

WHEREAS, the City's request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing staff assistance as a means of advancing the plan's implementation; and

WHEREAS, the City and CMAP have agreed on the general contents of a Memorandum of Understanding ("MOU") and a Scope of Services that will guide staff assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF BERWYN:

- Section 1:** the City Council supports this project to update to the City's comprehensive plan and zoning ordinance.
- Section 2:** the City Council accepts the offer of staff assistance services by CMAP.
- Section 3:** the City Council authorizes staff as designated by the Mayor to finalize and execute a Memorandum of Understanding with an attached Scope of Services.

Section 4: the City Council recognizes that provisions that govern the administration of staff assistance services, and, if necessary, the discontinuance of such services, are included in the Memorandum of Understanding.

Section 5: This resolution shall be effective as of the date of its adoption.

ADOPTED: _____

CMAP MOU Contents – Local Technical Assistance Program
2/23/11

Please note: “LTA staff” means CMAP staff assigned to work with local governments and community groups as part of the Local Technical Assistance program.

1. CMAP / applicant relationship

- Scope of work for LTA staff will be jointly determined by CMAP and applicant
- All work performed by LTA staff must be related to work plan – the majority should be directly referenced within work plan, but some indirectly related activities are also permitted
- Within overall scope of work, day-to-day reporting on activities will be to applicant (who should designate a lead person for this purpose) but LTA staff are CMAP employees and CMAP is responsible for evaluating their performance
- Periodic check-ins (frequency to be determined based on need) between applicant and CMAP management – include discussion / evaluation of staff performance
- CMAP will determine which of the relevant LTA staff will be assigned to work on the project (based on availability, skills, familiarity with the applicant community, and applicant preferences)

2. Equipment, space, and networking

- CMAP will provide each LTA staff with laptop (including MS Office and GIS; other software on request) and phone
- If applicant wishes LTA staff to be locally based, applicant must provide adequate work space (adequacy to be mutually determined by applicant and CMAP; a cubicle or other designated area is expected)
- CMAP can provide printers for the use of LTA staff if needed; this will be based on applicant preferences
- Networking is TBD based on conversations between CMAP and applicant IT staff; will be done in a way that does not compromise the security of either network
- Allocation of space and setup of computer resources will occur before LTA staff begin work

3. Access to resources

- LTA staff will have full access to CMAP data and other resources, including specialized staff based at CMAP (for advanced mapping, data, outreach, communications, or topic-specific expertise)
- The applicant will provide access to relevant staff who will need to be involved in the project, and will ensure that they allocate appropriate time
- The applicant will provide access to all relevant internal data, reports, and other information

- The applicant's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) will commit to participate in the project and allocate sufficient time at meetings (Plan Commission meetings, council meetings, etc.) to ensure a successful project
4. Demonstration of local support
 - Applicants will be required to pass a resolution supporting the project at their governing board before work will begin
 5. Project management
 - Project scope of work (including LTA staff work plans, timelines, public engagement schedules, commitment of other non-staff resources by either CMAP or the applicant, and other elements) will be jointly determined by CMAP and applicant prior to beginning work
 - A full project scope of work must be attached to the MOU at the time it is signed
 - Changes to project scope or timelines must be jointly agreed to be CMAP and applicant; major expansions of scope may result in discontinuation of project
 - Allocation of LTA staff to each project will vary over time based on project timeline and work needs

Scope of Work

May 3, 2011

Comprehensive Plan – City of Berwyn

The following is a proposed outline of the steps to complete the Comprehensive Plan for the City of Berwyn as part of the Chicago Metropolitan Planning Agency's (CMAP) Local Technical Assistance program. CMAP staff will work closely with the Berwyn Development Corporation (BDC) and City of Berwyn staff to undertake the assignment. The planning process has been structured to facilitate the participation of key stakeholders and City residents in the development of this plan. CMAP staff will work through a Steering Committee consisting of individuals selected by the BDC and City of Berwyn.

Approximate Timeline

The following scope of work is designed to be completed in approximately 17 months (consisting of 10-12 months for the Comprehensive Plan and approximately 3-5 months for the zoning ordinance update). This timeline is subject to change based upon a number of factors such as meeting schedules and availability of necessary data.

Copies

Each deliverable will be provided to the BDC staff, City of Berwyn staff, and members of the Steering Committee via electronic format. A total of twenty (20) hard copies of all draft and final plans will be prepared and provided to BDC and City of Berwyn staff for distribution to the general public. Additional copies will be provided for an additional fee as approved.

Steering Committee

Based upon our initial discussions with the BDC and City Staff, we recommend that the Steering Committee be comprised of a diverse mix of community stakeholders including, but not limited to representatives from the business community, non-profit organizations, school districts, residential neighborhoods, and elected officials to act as our "sounding board" and help guide the development of the Comprehensive Plan.

Preliminary Scope of Work

Step 1: Project Initiation

The first step in the planning process is designed to “kick-off” the project. An overall goal of this initial step is to introduce CMAP staff assigned to this project with the key BDC and City of Berwyn personnel including the Steering Committee. The tasks involved in this step include:

- 1a: Director’s Meeting
- 1b: City Council Presentation
- 1c: Steering Committee Meeting and Workshop

Deliverables: Summary document highlighting key findings from the meetings and workshops

Step 2: Community Outreach

The second important step within the planning process will focus on engaging community members by conducting outreach workshops, one-one-one stakeholder interviews, and other public input gathering techniques to identify community issues and opportunities for the City of Berwyn.

In addition to conducting the following meetings and activities in English, we also have the resources to conduct meetings and prepare materials in Spanish. The tasks involved in this step include:

- 2a: One Public Workshop
- 2b: One-on-One Stakeholder Interviews
- 2c: Student Workshop
- 2d: Business Owners Workshop (1 or 2 additional focus group workshops)

Deliverables: Summaries of all workshops. Key person interviews will be summarized; however, because they will be confidential, actual notes from the meetings will be kept by CMAP staff.

Step 3: Existing Conditions

The third step of the planning process can begin at the same time as the first step and includes the collection of data, information, prior and ongoing studies, GIS data, and other available information regarding the existing conditions of the City of Berwyn and its planning area. Establishing an accurate and up-to-date picture of the area’s existing conditions is critical to beginning the planning elements. The tasks involved in this step include:

- 3a: Existing Land Uses and Development – Including residential, parks and open space, community facilities, commercial, etc.
- 3b: Existing Transportation and Circulation- Including traffic counts, LOS data, bike trails, and transit amenities
- 3c: Demographics and Economic Profile Overview
- 3d: Current Zoning Code

3e: Review of Past and Current Plans, Studies and Reports (including GOTO 2040, Berwyn Transit Oriented Development Study (2008), City of Berwyn TIF Districts Design Guidelines, Roosevelt Road Form-Based Code, etc.)

3f: Existing Infrastructure and Utilities

3g: Current Image and Culture

3h: Existing Conditions Report – Presented to key BDC and City staff for review followed by presentation to the Steering Committee.

The review of current plans and studies that will impact development of the Comprehensive Plan may include separate meetings with the lead agency involved in each study. This will allow CMAP to learn about the process used to create the study, recommendations and outcomes of the study, and identify recommendations that should be carried forward in the creation of the Comprehensive Plan so as not to “reinvent the wheel”.

Deliverables: An Existing Conditions Report summarizing the information obtained and created in the previous steps will be prepared for BDC and city staff review, followed by Steering Committee review.

Step 4: Visioning

This step will involve the creation of a shared vision for the City of Berwyn. This vision will build upon the evaluation of existing conditions, goals and objectives of the GO TO 2040 Plan, recommendations of previous plans, studies, and reports, and community and Steering Committee input obtained at a visioning charrette. The tasks involved in this step include:

4a: Visioning Charrette – A primary goal will be to confirm existing vision statements and previous study recommendations.

4b: Vision, Goals and Objectives Outline

Deliverables: Summary of the results of the visioning charrette.

Step 5: Draft Plan

Based upon the existing conditions evaluation and input received from stakeholders through the visioning process, a Draft Plan for the City of Berwyn will be prepared. The Draft Plan will be presented to key BDC and City staff as well as the Steering Committee for review. The tasks involved in this step include:

5a: Draft Plan and Recommendations - Potential Sections within the Draft Comprehensive Plan may include:

- Land Use and Development Plan
- Residential Plan
- Commercial Area Plan
- Transportation and Circulation Plan
- Utilities and Community Facilities Plan
- Sustainability Plan: Natural Resources, Local Food, and Sustainable initiatives
- Arts and Culture Plan
- Implementation Strategies and Funding Recommendations

5b: Key BDC and City Staff Review

5c: Steering Committee Review

5d: Public Open House

5e: Steering Committee Meeting to Approve Draft Plan

Deliverables: *Draft Plan and summaries of input received at each meeting, workshop, review and open house.*

Step 6: Final Plan

Based upon the review and comments received from the Draft Comprehensive Plan, a final plan will be created for key BDC and City staff review and presentation to the Planning Commission and City Council for their consideration of adoption. The tasks involved in this step include:

6a: Preparation of Final Plan

6b: Key BDC and City Staff Review

6c: Steering Committee Review

6d: Committee of the Whole Presentation and Public Hearing

6e: City Council Adoption

6f: Final Plan Document

Deliverables: *Final Plan, electronic and hard copies, all data and information obtained and created during the planning process will be provided to the BDC and City of Berwyn.*

Step 7: Zoning Ordinance Update (Separate Scope of Work)

Upon completion and adoption of the City of Berwyn Comprehensive Plan, CMAP will work collaboratively with BDC and City Staff to draft a scope of services to update the City's Zoning Ordinance. Based on the outlined scope, CMAP will assist the City in revising its zoning regulations. Our staff will work with City Staff to determine the exact scope of work for this second phase during the adoption phase of the comprehensive plan.



June 24, 2011

Mayor Robert J. Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402

Re: *Ordinance Terminating Berwyn Theatre (Cermak) TIF District*

Dear Mayor and City Council:

Please find attached a draft ordinance terminating the Berwyn Theatre (Cermak) Redevelopment Project Area.

As you may recall, the Berwyn Theatre (Cermak) TIF District had a twenty-three year time span, the minimum allowed under the state statutes governing TIF in Illinois. The TIF District was created in 1987, and its expiration date was July 13, 2010. Per the TIF Act, the City must take action via ordinance to terminate the District, and to provide notification to Cook County and all taxing districts affected by the TIF District concerning the District's termination.

This draft ordinance would terminate the District; however, please recall that last year the Council approved Ordinance 10-33, which allowed the City, per state statute, to pledge the 2010 tax increment generated in the District's boundaries (payable in 2011) to costs incurred from TIF-eligible redevelopment activities in the District's boundaries throughout the end of 2011.

During its time span, the TIF District was extremely successful in supporting public- and private-sector redevelopment initiatives, installing greatly needed public infrastructure and streetscape components, and retaining merchants and other business in the corridor. As you are aware, the City is in the midst of creating the new Harlem TIF District to continue the corridor's revitalization.

BDC staff recommends that the Council approve the ordinance to comply with state statute.

Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Tim Angell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Tim Angell, AICP
Senior Project Manager

ORDINANCE 11-_____

AN ORDINANCE TERMINATING THE CERMAK (BERWYN THEATER) REDEVELOPMENT PROJECT AREA AND PROVIDING FOR THE DISSOLUTION OF THE CORRESPONDING SPECIAL TAX ALLOCATION FUND FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the "City") is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended, (65 ILCS 5/11-74.4-1, *et seq.*) (the "Act") the City: (1) designated the Cermak (Berwyn Theater) Redevelopment Project Area of the City (the "Redevelopment Project Area"), which is legally described in Exhibit A, attached hereto and incorporated herein; (2) approved a redevelopment plan and project for the Redevelopment Project Area; and (3) adopted tax increment allocation financing by adopting the following ordinances: (a) Ordinance No. 87-35 adopted on July 14, 1987, titled "An Ordinance of the City of Berwyn, Cook County, Illinois, Approving a Tax Increment Redevelopment Plan and Project for the Berwyn Theatre Area Redevelopment Project Area"; (b) Ordinance No. 87-36 adopted on July 14, 1987, titled "An Ordinance of the City of Berwyn, Cook County, Illinois, Designating the Berwyn Theatre Redevelopment Project Area of Said City a Redevelopment Area"; and; (c) Ordinance No. 87-37 adopted on July 14, 1987, titled "An Ordinance of the City of Berwyn, Cook County, Illinois, Adopting Tax Increment Allocation Financing for the Berwyn Theatre Area Redevelopment Project Area," which were supplemented and amended by: (i) Ordinance No. 97-02 adopted on January 28, 1997, 1997, titled "An Ordinance of the City of Berwyn, Cook County, Illinois, Approving a Tax Increment

Redevelopment Plan and Project for the Amended Berwyn Theatre Tax Increment Redevelopment Project Area”; (ii) Ordinance No. 97-03, adopted on January 28, 1997, titled “An Ordinance of the City of Berwyn, Cook County, Illinois, Designating the Amended Berwyn Theatre Tax Increment Redevelopment Project Area of Said City, A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; (iii) Ordinance No. 97-04, adopted on January 28, 1997, titled “An Ordinance of the City of Berwyn, Cook County, Illinois, Adopting Tax Increment Allocation Financing for the Amended Berwyn Theatre Tax Increment Redevelopment Project Area”; (iv) Ordinance No. 00-36 adopted on September 12, 2000, titled “An Ordinance Amending the Tax Increment Redevelopment Plan and Redevelopment Project for the Berwyn Theatre Redevelopment Project Area of the City of Berwyn, Illinois”; (v) Ordinance No. 09-41 adopted on November 24, 2009, titled “An Ordinance Approving an Amendment to the Cermak (Berwyn Theater) Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act for the City of Berwyn, County of Cook, State of Illinois”; (vi) Ordinance No. 09-43 adopted on November 24, 2009, titled “An Ordinance Approving a Third Amendment to the Tax Increment Redevelopment Plan and Redevelopment Project for the Cermak (Berwyn Theater) Redevelopment Project Area for the City of Berwyn, County of Cook, State of Illinois”; and (vii) Ordinance No. 09-42 adopted on November 24, 2009, titled “An Ordinance Adopting Tax Increment Allocation Financing for the Cermak (Berwyn Theater) Redevelopment Project Area for the City of Berwyn, County of Cook, State of Illinois” ; and

WHEREAS, through the use of tax increment allocation financing and other resources, and in accordance with the Act, the Redevelopment Project Area was redeveloped in accordance

with the goals and objectives set forth in the redevelopment plan and project for the Redevelopment Project Area; and

WHEREAS, the City Council approved Ordinance 10-33, wherein the City pledged for payment through December 31, 2011, specific amounts for eligible costs under the Act, including site preparation, property assembly, consultant fees, rehabilitation costs, paid through increment generated in tax year 2010; and

WHEREAS, the City will close the books and records of the Redevelopment Project Area, once the Mayor and City Council (collectively, the “Corporate Authorities”) receive certification that all redevelopment project costs for the Redevelopment Project Area have been paid, all obligations issued in connection with the Redevelopment Project Area have been retired, any excess monies in the special tax allocation fund for the Redevelopment Project Area (the “Special Tax Allocation Fund”) have been distributed in accordance with Section 11-74.4-8 of the Act; and

WHEREAS, based on the foregoing and in accordance with the Act, the Corporate Authorities have determined that it is in the best interests of the City, its residents and the affected taxing districts to dissolve the Special Tax Allocation Fund and terminate the designation of the Redevelopment Project Area as a redevelopment project area under the Act; and

WHEREAS, the City Clerk or a designee of the same has or will give notice to the affected taxing districts that the Redevelopment Project Area is to be terminated immediately.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Berwyn, Cook County, Illinois, as follows:

Section 1. That the foregoing recitals to this Ordinance are full, true and correct and adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. Pursuant to the applicable provisions of the Act, the Corporate Authorities hereby dissolve the Special Tax Allocation Fund and terminate the designation of the Redevelopment Project Area as a redevelopment project area under the Act. The City Clerk is hereby directed to immediately file a certified copy of this Ordinance with the Clerk of Cook County and shall cause notice to be given to all affected taxing districts, that the Redevelopment Project Area is to be terminated immediately.

Section 3. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. That all ordinances, resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 5. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the City as provided by the Illinois Municipal Code, as amended. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2011.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2011.

Mayor

ATTEST:

CITY CLERK

EXHIBIT A
(Legal Description of the Redevelopment Project Area)

EXHIBIT A
(LEGAL DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA)

Lot A and Lot B and Lots 27 through 36 inclusive, and Lots 89 through 98 inclusive, together with the adjacent public roadways and alleyways in Berwyn Manor, a Subdivision in the South one half of the Southeast one quarter of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian

AND

The South 14.49 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.0 feet of Lot 27 in Block 5; the South 14.55 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.51 feet of Lot 27 in Block 6; the South 14.65 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.57 feet of Lot 27 in Block 7; and the South 14.71 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.66 feet of Lot 27 in Block 8, together with the adjacent public roadways and alleyways in B. Pinkert and Sons 22nd Street Subdivision of Lot 6 (except the North 66 feet) in Circuit Court partition of the West one half of the Southwest one quarter and the West one half of the Northwest one quarter of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 8 inclusive in Block 1 and Lots 1 through 9 inclusive in Block 2, together with the adjacent public roadways and alleyways, in Groh and Christians Subdivision in Section 30, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 and 2 in Block 7 and Lots 1 and 2 in Block 8, together with the adjacent public roadways and alleyways in the Subdivision of Blocks 7 and 8 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 10 inclusive, together with the adjacent public roadways and alleyways in Block 6 in Henry H. and Jessie S. Walker's Subdivision of Blocks 5 and 6 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Added Area

The Added Area is located adjacent to the Original Project Area generally bounded on the west by Harlem Avenue, on the north by the alley north of the area known as the Vacin Fairway, on the east by Gunderson Avenue and on the south by the alley south of Cermak Road; excepting therefrom the frontage along the south side of Cermak Road between Harlem Avenue on the west and Home Avenue on the east. The boundaries of the Added Area are shown in Figure 1b, *Boundary Map: Added Area*, and legally described as follows:

That part of the southwest quarter and the southeast quarter of Section 19, and the northwest quarter and the northeast quarter of Section 30, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; bounded and described as follows:

Beginning at the southwest corner of the southwest quarter of Section 19; thence north to the extended south line of Lot 493 of Berwyn Gardens, a subdivision in the south half of the southwest quarter of Section 19; thence east along the south line and south line extended of Lots 493 and 479 of said Berwyn Gardens to a point on the west line of Maple Avenue; thence continuing east to the southwest corner of Lot 428 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 428 and 414 of said Berwyn Gardens to a point on the west line of Wisconsin Avenue; thence continuing east to the southwest corner of Lot 363 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 363 and 349 of said Berwyn Gardens to a point on the west line of Wenonah Avenue; thence continuing east to the southwest corner of Lot 298 of said Berwyn Gardens; thence continuing

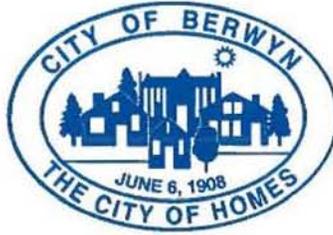
east along the south line and south line extended of Lots 298 and 284 of said Berwyn Gardens to a point on the west line of Home Avenue; thence continuing east to the southwest corner of Lot 233 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 233 and 219 of said Berwyn Gardens to a point on the west line of Clinton Avenue; thence continuing east to the southwest corner of Lot 168 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 168 and 154 of said Berwyn Gardens to a point on the west line of Kenilworth Avenue; thence continuing east to the southwest corner of Lot 103 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 103 and 90 of said Berwyn Gardens to a point on the west line of Grove Avenue; thence continuing east to the southwest corner of Lot 39 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 39 and 26 of said Berwyn Gardens to the west line of Oak Park Avenue; thence continuing east to the southwest corner of Lot 475 of Berwyn Manor, a subdivision in the south half of the southeast quarter of Section 19; thence continuing east along the south line and south line extended of Lots 475 and 462 of said Berwyn Manor to a point on the west line of Euclid Avenue; thence continuing east to the southwest corner of Lot 411 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 411 and 398 of said Berwyn Manor to a point on the west line of Wesley Avenue; thence continuing east to the southwest corner of Lot 347 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 347 and 336 of said Berwyn Manor to a point on the west line of Clarence Avenue; thence continuing east to the southwest corner of Lot 285 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 285 and 274 of said Berwyn Manor to a point on the west line of East Avenue; thence continuing east to the southwest corner of Lot 223 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 223 and 212 of said Berwyn Manor to a point on the west line of Scoville Avenue; thence continuing east to the southwest corner of Lot 161 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 161 and 150 of said Berwyn manor to the west line of Gunderson Avenue; thence south along the west line of Gunderson Avenue to a point on the northeast corner of Lot 37 in Block 3 of Groh and Christian's Subdivision in Section 30-39-13; thence west along the north line and north line extended of Lots 37 and 10 of said Block 3 to a point on the east line of Scoville Avenue; thence continuing west to the northeast corner of Lot 37 in Block 4 of said Groh and Christian's Subdivision; thence continuing west along the north line and north line extended of Lots 37 and 10 of said Block 4 to the east line of East Avenue; thence continuing easterly to the northeast corner of Lot 5 in Chicago Title and Trust Company's Subdivision of the east 30 acres of the west half of the northeast quarter of

Section 30; thence continuing easterly along the north line and north line extended of said Lot 5 and Lot 6 in J. Klickman's Resubdivision to the east line of Clarence Avenue; thence south along the east line of Clarence Avenue to the southwest corner of Lot 9 in said J. Klickman's Resubdivision; thence west along a straight line, extending across Clarence Avenue and across Lot 3 of said Chicago Title and Trust Company's Subdivision, to a point on the southeast corner of Lot 8 in Kilma's Subdivision of Lots 1 and 2 in Partition of the west 51.49 acres of the west half of the northeast quarter and the east 41 acres of the east half of the northwest quarter of Section 30; thence north along the east line of Lot 8, Lot 7, Lot 6 and Lot 5 to the northeast corner of Lot 5, all in said Kilma's Subdivision; thence west along the north line of said Lot 5 to the Northeast corner of Lot 1 in Block 3 of said Kilma's Subdivision; thence west along a line parallel with the south line of Cermak Road to a point on the northwesterly line of Riverside Drive; thence northeasterly along the northwesterly line of Riverside Drive to the northeast corner of Lot 36 in Block 1 of Kilma's Subdivision; thence west along the north line and north line extended of Lot 36, Lot 35 and Lot 19 (all in Block 1 of Kilma's Subdivision) to the east line of Oak Park Avenue; thence continuing west to the northeast corner of Lot 21 in Oak Park Avenue and 22nd Street Subdivision (except the street) of that part north of Riverside Parkway in Partition of the west 51.49 acres in the west half of the northeast quarter and the east 41 acres in the east half of the northwest quarter of Section 30; thence continuing west along the north line and north line extended of Lots 21 and 51 in said Oak Park Avenue and 22nd Street Subdivision, to the east line of Grove Avenue; thence continuing west to the northeast corner of Lot 52 in said Oak Park Avenue and 22nd Street Subdivision; thence continuing west along the north line and north line extended of Lots 52 and 99 in said Oak Park Avenue and 22nd Street Subdivision to the east line of Kenilworth Avenue; thence continuing west to the northeast corner of Lot 197 of 22nd Street Land Association Subdivision in Section 30; thence continuing west along the north line and north line extended of Lots 197 and 127 of said 22nd Street Land Association Subdivision, to the east line of Clinton Avenue; thence continuing west to the northeast corner of Lot 126 of said 22nd Street Land Association Subdivision; thence continuing west along the north line and north line extended of Lots 126 and 23 of said 22nd Street Land Association Subdivision to the east line of Home Avenue; thence continuing west along the last described course extended to the west line of Home Avenue; thence north along the west line of Home Avenue to the south line of Cermak Road; thence westerly along the south line and south line extended of Cermak Road to the west line of the northwest quarter of Section 30; thence north along the west line of said northwest quarter to the point of beginning.



**F. Reports and Communications
From The Mayor**

The City of Berwyn



Robert J. Lovero
Mayor

F-1

A Century of Progress with Pride

June 28, 2011

Members of City Council

Re: Retirement of Joe Lotito from Police and Fire Commission

Council Members:

I recently received a letter of resignation from Joseph Lotito pertaining to his position as secretary for the Board of Fire and Police Commissioners. During his tenure, Mr. Lotito has fulfilled his duties in an exemplary manner. The City of Berwyn is grateful for the services performed by Mr. Lotito during his time as Board Secretary.

Sincerely,

Robert J. Lovero
Mayor



**Board of
Fire & Police Commissioners**

6401 West 31st Street
Berwyn, Illinois 60402-0701

MAYOR ROBERT J. LOVERO
BERWYN CITY HALL

JUNE 15, 2011

DEAR MR. MAYOR:

KINDLY ACCEPT THIS LETTER OF RESIGNATION, EFFECTIVE TODAY'S
DATE.

IT WAS MY PLEASURE TO SERVE THE CITY OF BERWYN AS A MEMBER OF
THE FIRE AND POLICE COMMISSION.

I PRESUME YOU WILL SEND ME MY FINAL CHECK.

SINCERELY,

JOSEPH P. LOTITO

The City of Berwyn



Robert J. Lovero
Mayor

F-2

A Century of Progress with Pride

June 28, 2011

Members of City Council

Re: Filling of Secretary Vacancy for the Board of Fire and Police Commissioners

Council Members:

I am seeking to fill the opening of secretary to the Board of Fire and Police Commissioners left by the resignation of Joseph Lotito with Anthony Laureto. Mr. Laureto brings his experience and knowledge gained from serving Berwyn as a firefighter and as the city's NIMS coordinator.

I would ask that City Council concur in my recommendation of Anthony Laureto and approving the filling of this opening.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn



Robert J. Lovero
Mayor

F-3

June 28, 2011

A Century of Progress with Pride

Members of City Council

Re: Resignation of Anthony Adolf from Police and Fire Commission

Council Members:

I recently received a letter of resignation from Anthony Adolf pertaining to his position as commissioner for the Board of Fire and Police Commissioners. During his tenure, Mr. Adolf has fulfilled his duties in an exemplary manner. The City of Berwyn is grateful for the services performed by Adolf during his time as commissioner for the Board of Fire and Police.

Sincerely,

Robert J. Lovero
Mayor



JUNE 22, 2011

TO: MAYOR ROBERT LOVERO
RE: RESIGNATION
FROM: ANTHONY G. ADOLF

Anthony G. Adolf submits his resignation from
Berwyn Police & Fire Commission, City of Berwyn Il.

Submitted



Anthony G. Adolf

The City of Berwyn



Robert J. Lovero
Mayor

F-A

A Century of Progress with Pride

June 28, 2011

Members of City Council

Re: Police and Fire Commission Appointment

Council Members:

I am seeking to appoint Roger Montoro as a commissioner to the Board of Fire and Police Commissioners to fill the opening left by the resignation of Anthony Adolf. Mr. Montoro brings his experience and knowledge gained from serving Berwyn as a policeman over the years. Mr. Montoro will serve a three year term as of June 28, 2011.

I would ask that City Council concur in my recommendation of Roger Montoro and approve the appointment.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn



Robert J. Lovero
Mayor

F-5

A Century of Progress with Pride

June 28, 2011

Members of City Council

Re: Police and Fire Commission Reappointment

Council Members:

I am seeking to reappoint Richard Toman as a commissioner to the Board of Fire and Police Commissioners. Mr. Toman will serve a three year term as of June 28, 2011.

I would ask that City Council concur in my recommendation of Richard Toman and approve the reappointment.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn



Robert J. Lovero
Mayor

F-6

A Century of Progress with Pride

June 28, 2011

Members of City Council

Re: Police and Fire Commission Reappointment

Council Members:

I am seeking to reappoint Carl Reina as a commissioner to the Board of Fire and Police Commissioners. Mr. Reina will serve a three year term as of June 28, 2011.

I would ask that City Council concur in my recommendation of Carl Reina and approve the reappointment.

Respectfully,

Robert J. Lovero
Mayor



**G. Reports and Communication From
The City Clerk**

The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2875
www.berwyn-il.gov

G-1

June 24, 2011

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Open Meetings Act (OMA) Officer designation

Ladies and Gentlemen,

I would ask that Deputy Clerk Jynette Ayala be designated as one of the OMA Officers for the City of Berwyn in addition to Deputy Clerk Linda Degutis and me, the City Clerk. With the retirement of Ms. Sommese, who also had the distinction of OMA Officer, I recommend the City designate her successor, Ms. Ayala. Your concurrence in this matter is requested. I have also included mine, as well as Ms. Degutis current Certificate of Completion, in compliance with ILCS 120/1.05, as informational.

Sincerely,

Thomas J. Pavlik, CMC



Office of the Attorney General State of Illinois

Certificate of Completion

OMA 2011 Training

Tuesday, May 31, 2011

City Clerk
Thomas J Pavlik

Has successfully completed the
Open Meetings Act on-line training.

A handwritten signature in black ink that reads "Lisa Madigan". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Madigan
Attorney General
State of Illinois

A handwritten signature in black ink that reads "Sarah Pratt". The signature is written in a cursive style and is positioned above a horizontal line.

Sarah Pratt, Acting Public Access Counselor
Chief, Public Access Bureau
Office of the Attorney General



Office of the Attorney General State of Illinois

Certificate of Completion

OMA 2011 Training

Friday, June 17, 2011

Deputy City Clerk
Linda L. Degutis

Has successfully completed the
Open Meetings Act on-line training.

A handwritten signature in black ink that reads "Lisa Madigan". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Madigan
Attorney General
State of Illinois

A handwritten signature in black ink that reads "Sarah Pratt". The signature is written in a cursive style and is positioned above a horizontal line.

Sarah Pratt, Acting Public Access Counselor
Chief, Public Access Bureau
Office of the Attorney General



**H. Communications From (Zoning)
Board of Appeals**



**I. Reports and Communications From
Aldermen, Committees other Boards
and Commissions**

II

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/28/11

Deferred Communication

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 06/14/11 #11

FROM Alderman Chapman

Re: Handicap Sign R. Garza # 725-3329 Kenilworth

ITEM # 11

Roll Call/Tally Sheet
City of Berwyn

DATE: June 14, 2011

TIME: 8:00 P.M.

CITY COUNCIL MEETING

Member	Motion	Second	Yea	Nay	No Vote
CHAPMAN	/	/	/		
BOYAJIAN					
PAUL					
SKRYD					
SANTOY					
POLASHEK					
AVILA					
LAURETO					
LOVERO					

Present	Absent	Excused	Abstain

MOTION TO:	REFER TO:	TO:	COMMENTS:
Approve as submitted	BDC		
Accept as Info	Building Dept.		
Adorn	Collector		
Adopt	Finance		
Approved as Amended	Fire Dept.		JKS
Approved for Payment	City Administrator		
Approved as Submitted	Law Dept.		
Bring Forward	Mayor		
Carried	Police Dept.		
Concur	Public Works Dept		
Defeated	Committees & Boards		
Defer	Administration Comm.		
Defer / Refer	Bldg/Zon/Plan Comm.		
Deny	Budget Comm.		
Germane	Comm. Of Whole		
Grant Permission	Business License & Taxation		
Recess	Fire & Police Comm.		
Refer	Library		
Study & Report	Parking & Traffic		
Suspend the Rules	Public Works Comm.		
Withdraw	Recreation Comm.		
	Traffic Engineer		
	Zon. Bd. Appeals		

I-1

ITEM NO. 11
DATE JUN 14 2011
DISPOSITION Defer

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/14/11

Deferred Communication

Agenda Item K-9 is a Deferred Communication from C C Meeting dated 05/24/11 #8

FROM Alderman Chapman

Re: Handicap Sign R. Garza # 725-3318 Kenilworth

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-9

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675
www.berwyn-il.gov

ITEM NO. 8
 DATE MAY 24 2011
 DISPOSITION _____

May 19, 2011
Mayor Robert J. Lovero
Members of the Berwyn City Council
Berwyn City Hall

Re: Handicap request #725
3329 S. Kenilworth Ave.

Ladies and Gentlemen,

I respectfully request to override the investigating officer's recommendation in the attached Handicap application and now to **approve** the request.

Respectfully,

Nona N. Chapman

Nona N. Chapman
1st ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: March 29, 2011

RE: HANDICAPPED SIGN FOR: Ruben Garza #725

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

3329 S. Kenilworth Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

Chapman

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600

(Fax) 795-5627 Emergency 911

CITY OF BERWYN
CLERK'S OFFICE
2011 MAR 16 P 3 17

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 03-16-2011

Application: 725

Name of Applicant: Ruben Garza

Address: 3329 S. Kenilworth Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:		
On Street:	<input type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 11-02696		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi #192

Comments:

Alderman: *Carpenter*

Ward: 1



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Ruben Garza

Applicant Address: 3329 S. Kenilworth Ave, Berwyn, IL 60402

Applicant Phone #: - -

Applicant D/L or ID#: N/A

D.O.B:

Caregivers Name: N/A

Caregivers D/L #: N/A

Vehicle Make: N/A

Vehicle Model: N/A

Vehicle Year: N/A

Vehicle Color: N/A

License Plate: N/A

Handicapped Placard #: BB46405

Does Applicant Use:

Wheelchair:

Walker:

Cane:

Oxygen:

Parking Availability:

Driveway:

Garage:

On Street:

Off Street:

Notes: Ruben Garza, who resides at 3329 S. Kenilworth Ave, Berwyn IL, 60402, is requesting Handicapped Parking signs to be placed in front of his residence, due to limited on-street parking availability. There is a two car garage on the premises. Mr Garza suffers from

Ruben Garza meets the City and State requirements for being handicapped.

Applicant Interview

Date: 03-05-2011

Time: 1200

Results: Denied (Recommendation)

Date:

Time:

Results:

Date:

Time:

Results:

Date:

Time:

Results:

Date:

Time:

Results:

Completion Date: 003-15-2011

Logged In Book: 03-16-2011

Application Number: 725

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 11-02696

STATION COMPLAINT UCR	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	11-02696
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C11-010990	In Person
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
03/11/2011 13:12	3329 S KENILWORTH AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
03/11/2011 13:12		

INVOLVED ENTITIES						
NAME	DOB	AGE	ADDRESS			
Garza, Ruben			3329 S Kenilworth AV Berwyn, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
M						
CLOTHING		SID #		DL #		FBI #
UCR				TYPE		RELATED EVENT #
9041 (Applicant File) - (1 count(s))				Reporting Party		

NARRATIVES
PRIMARY NARRATIVE

In Summary:

Ruben Garza, who resides at 3329 S Kenilworth Ave, is requesting handicapped parking signs to be placed in front of his residence, due to limited on-street parking. Mr Garza has

Mr Garza does not own a vehicle, however, he related that he would like to have handicapped signs placed, to make access to the front of his residence easier, when caregivers come to his home.
Mr Garza related that access to the front of his residence is easier for him, because the rear walkway is narrow. There is no side drive, however, there is a two car garage on the premises.

Due to the above listed reasons, and the off-street parking availability, this officer feels that this application should be denied at this time.

REPORTING OFFICER	STAR #	REVIEWER	STAR #
RAIMONDI, MARGO J	192		

ASSISTING OFFICERS	OFFICERS	STAR #

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

You must have a Handicap State Plate or Handicap Card to park any vehicle in a designated Handicap Parking space

Ruben Garza
(Name of Handicapped Applicant)

3329 Kenilworth
(Address)

(Name of caregiver, if applicable)

(Telephone Number)

(Illinois Handicapped License Plate Number)

(City Vehicle Sticker Number and Year)

(Illinois License Plate Number)

BB40405
(Illinois Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

Ruben Garza
(Signature of handicapped person or their legal guardian)

2/3/11
(Date)

Physician must state, by printing below, the nature of the patient's handicap

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person - Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair)

(Physician's Signature)

11/15/10
(Date)

(Print Physician's Name, Address and Telephone Number)

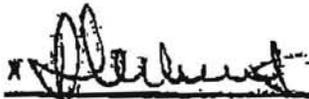
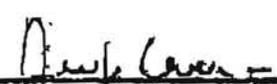
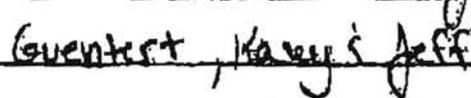
Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

To: Berwyn Police Department
From: Ruben and Anne Garza (tenants)
3329 Kenilworth
Berwyn, IL 60402
Re: Handicap Accommodations

March 10, 2011

On March 5, 2011 a home visit was completed by a Berwyn Police Officer. We were instructed to write a letter to the homeowners of the property we rent to approve their consent of handicap accommodations to the home. We are requesting the homeowners approve of the installation of handicap parking signs in front of the property near the street to accommodate Ruben Garza's physical limitations. The permission is requested for the length of the lease; 3 years (7/10 - 7/13). When the lease is renewed additional documentation will be provided to extend the request for the handicap parking sign.

Homeowners Information and Signature

x  x 
Contact Information: 

Please sign and complete the contact information and fax to the Berwyn Police Department. This document authorizes your approval of handicap parking signs to be installed in front of the property located at 3329 Kenilworth, Berwyn, IL 60402.

Officer Margo

Fax: 708-749-0622

Robert J. Lovero
Mayor



Berwyn Historic
Preservation Commission

A Century of Progress with Pride

6700 West 26th Street ♦ Berwyn, Illinois 60402-0701 ♦ Telephone: (708) 788-2660 ♦ Fax: (708) 788-2675 ♦ www.berwyn-il.gov

June 17, 2011

Mayor Robert J. Lovero
Thomas J. Pavlik, City Clerk
Members of the City Council
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

RE: Agenda item for July 2011 City Council meeting

Dear Mayor, City Clerk, Members of the City Council:

The Berwyn Historic Preservation Commission requests that City Council approve its revised Procedural Rules, attached, which, if approved, will replace the version of the Procedural Rules that have been in effect since 2008. This revision is necessary to comply with the Berwyn Historic Preservation Ordinance's provisions regarding the establishment of a Review Subcommittee to evaluate Certificates of Approval (see § 1478.14(C)(1)).

Please feel free to contact me if you have any questions about this submission. Thank you in advance for your attention to this matter.

Sincerely,

/s/ Jamie S. Franklin
Jamie S. Franklin

Berwyn Historic Preservation Commission
Rules of Procedure
Amended June 16, 2011

Pursuant to the Berwyn Historic Preservation Ordinance (§ 1478), the Berwyn Historical Preservation Commission (“BHPC”) may adopt, with the approval of Berwyn City Council, certain Rules of Procedure that govern Public Hearings (1478.14(G)(2)) and the evaluation of Building Permit Applications to determine whether to issue a Certificate of Appropriateness (1478.14(C)(1)). Following are the Rules of Procedure that were approved by BHPC on June 16, 2011.

I. Public Hearing Procedures

During Public Hearings on nominations to designate a Local Historic Landmark received by the Berwyn Historic Preservation Commission (“BHPC”) under the Berwyn Historic Preservation Ordinance, the following Operating Procedures will apply:

A. Summary of proceedings:

The Chair of the BHPC will explain the order of proceedings, as follows:

1. Opening statement by Chairman of purpose and order of business.
2. Presentation of Nomination by applicant or agent.
3. Questions by Commission.
4. Public comment.
5. Final questions by Commission.
6. Consideration and decision by Commission.
7. Adjournment.

B. Proceedings:

The Public Hearing will then commence as follows:

1. Opening statement by Chairman of purpose and order of business:

Upon convening the hearing, the presiding Chairman shall give a brief explanation of the purpose of the hearing and shall cause to be presented any information or data which is required before public discussion and comments begin. The format for the opening statement is as follows:

The Berwyn Historic Preservation Commission has already made a preliminary determination of eligibility for the properties on this evening's agenda.

We are here to take testimony and receive evidence from the nominators, owners (s) of record, and any other interested parties

who wish to be heard and/or present evidence on the application of the criteria for designation to the proposed landmark.

The criteria the Commission will consider for a historic landmark designation are as follows:

Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the City, the State, or the United States;

Location as a site of a historic event, with a significant effect on the City, the State, or the United States;

Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect of the City, the State, or the United States;

Existence in the National Register of Historic Places;

Embodiment of those distinguishing characteristics of significant architectural type, or style, or engineering specimen;

Identification as the work of a builder, designer, architect, craftsman, engineer or landscape architect who's individual work is significant in the development of the City, the State, or the United States;

Contains design elements, detail, material or craftsmanship that make the property or building structurally or architecturally innovative, rare or unique; and

Representation of an architectural, cultural, economic, historic or social theme, style or period, expressed in distinctive areas, districts, places, buildings or structures that may or may not be contiguous.

- 2. Presentation of Nomination by applicant or agency – not to exceed 20 minutes**
- 3. Questions by Commission**
- 4. Public comment - not to exceed 10 minutes per speaker**

Each member of the public who wishes to speak shall, after recognition by the presiding Chairman, come forth and state the following information:

- (a) Name
- (b) Home address
- (c) Person or organization he represents, or that he/she is speaking as a private citizen

5. Final questions by Commission

Any member of the Commission, upon recognition by the presiding Chairman, may briefly question any speaker. Members and speakers shall be requested not to debate over these questions.

6. Consideration and decision by Commission

At the close of the public hearing, the presiding officer shall:

- (a) Entertain a motion and a second,
- (b) Ask for final comments from the Commission,

7. Adjournment

8. Within 45 days of the date of the Public Hearing, the Commission shall

- (a) Vote on whether to accept or deny the nomination, and
- (b) Announce the decision of the Commission as to whether the nomination has been accepted or denied in accordance with the notice provisions of the Ordinance.

II. Procedures for Reviewing Building Permit Applications

When Building Permit Applications (including Demolition Permit Applications) are received by the BHPC from the Building Department pursuant to the provisions of the Ordinance, the BHPC will implement the following procedures:

- A. Each application for a Building Permit must be immediately transmitted to each of the Commissioners via email or otherwise upon receipt.
- B. The BHPC shall appoint a Building Permit Review Subcommittee to perform the initial review of such applications. The Building Permit Review Subcommittee must be comprised of at least one and no more than three current Commissioners.
- C. The Building Permit Review Subcommittee is designated by the Commission to receive and perform an initial review of all Building Permit applications received by the Building Department.

- D. The Building Permit Review Subcommittee is empowered to approve applications for Building Permits without consulting with the entire Commission if it determines that one or more of the following applies:
1. the proposed work involves restoration to original conditions;
 2. the proposed work involves no changes in materials;
 3. the proposed work involves changes not visible from the street street and not affecting an interior landmark;
 4. the proposed work has limited effect on the historic, architectural or aesthetic qualities of a landmark or district; or
 5. the proposed work involves changes that are necessary for the immediate health and safety of a building's occupants or the public (including, but not limited to, the repair and/or replacement of heating and air conditioning systems, hot and cold water delivery, ventilation, and structural safety).
- E. Upon receipt of a building permit application, the Building Permit Review Subcommittee must determine whether one or more of the above applies. If it determines that subsection (5) applies, it must inform the Building Department that the application is approved within **one business day** of receipt. If it determines that one or more of subsections (1) through (4) applies, it must inform the Building Department that the application is approved within **five business days** of receipt.
- F. If the Building Permit Review Chair believes after reviewing the application that none of the subsections above apply, then the application must be reviewed by the **entire Commission** according to the procedures of the Ordinance.
- G. Any Commissioner may call for a review by the entire Commission of any application for a Building Permit, regardless of the decision of the Building Permit Review Chair, by notifying each of the Commissioners within **one business day** of receipt of the application in question.

The City of Berwyn



Nora Laureto
8th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2675
www.berwyn-il.gov

June 22, 2011

Mayor Robert Lovero
Members of the City Council
6700 W. 26th St.
Berwyn, IL 60402

RE: Communication from the Chicago Association of Realtors, West Towns Chapter

Dear Mayor and Member of the City Council:

Attached is a letter and attachments from Howard Handler, Government Affairs Director, Illinois Association of Realtors, and West Towns Chapter. Mr. Handler would like the City Council to consider using a uniform inspection list for city inspections. The Chicago Association of Realtors West Towns Chapter is currently working with other municipalities to increase the uniformity and transparency of pre-sale property inspections. I would like to refer this communication to the Building, Zoning and Planning Committee for further evaluation and study. I would also ask that our Building Director, Mr. Chuck Lazzara attend the meeting for his input and any concerns he may have regarding this communication. Mr. Handler indicated that he would also like to attend the BZP meeting if he is available on the date the meeting will be held. I will notify him of the meeting date once it has been scheduled.

Sincerely,

Nora Laureto
Alderman 8th Ward
City of Berwyn



West Towns
CHAPTER

*Serving Real Estate Professionals
Throughout Chicagoland*

June 13, 2011

Hon. Nora Laureto
1338 South Home Avenue
Berwyn, Illinois 60402

Dear Alderman Laureto:

Thank you for taking the time to speak with me last week regarding the City of Berwyn inspection policies. As mentioned during our conversation, the Chicago Association of REALTORS® (CAR) West Towns Chapter is or will be working with other municipalities in increasing the uniformity and transparency of pre-sale property inspections.

We are pleased that you have expressed a willingness to raise this issue at both the Council and Committee level, specifically the Building, Zoning and Planning Commission.

To aid in your review, enclosed, please find:

1. A brief background sheet on the issue;
2. A list of discussion points;
3. A sample municipal inspection check list (specifically from the Village of Lyons); and
4. A sample inspection check list used by a private property inspector.

The Chicago Association of REALTORS® West Towns Chapter looks forward to working with you and the rest of the Council on this matter. In the meantime, please be sure to contact me at hhandler@iar.org or 847-480-7177 with any further questions or concerns.

Sincerely,

Howard Handler
Government Affairs Director

cc: Hon. Nona N. Chapman
Hon. Cesar A. Santoy

Government Affairs
450 Skokie Blvd., Bldg. 1200
Northbrook, Illinois 60062-7920
Phone: 847.480.7177
Facsimile: 847.480.7362
hhandler@iar.org

C.A.R. West Towns Chapter
6017 West 26th Street
Cicero, Illinois 60804-3012
Phone: 708.863.1111
Facsimile: 708.863.1134
www.ChicagoREALTOR.com

THE CASE FOR TRANSPARENCY WITH PRE-SALE PROPERTY INSPECTIONS

While most communities do not require municipal inspections of properties prior to sale, those that do should ensure property inspections are done in a predictable, transparent and fair manner, and within guidelines established by the municipality's elected officials. The best means to accomplish this is through the creation and utilization of an inspection checklist and clearly stated purposes and procedures for all other point-of-sale related processes.

Benefit to Existing Property Owner

- Better understanding, acceptance, and trust of City policies.
- Ability to correct issues in advance of an inspection, saving time, money and last minute surprises.

Benefit to Future Property Owner

- Better understanding, acceptance, and trust of City policies.
- Ability to address issues in advance of an inspection, saving time, money and last minute surprises.

Benefit to Berwyn

- Matches standards to State of Illinois licensed inspectors who must disclose scope of inspection prior to inspection.
- Reduces liability and accusations of inconsistent practices by the City, including playing favorites or unfair treatment of certain demographics.
- Helps provide greater compliance as property owners can better understand the law, and their agents, including attorneys and real estate licensees, can better advise their clients as to compliance.
- Allows elected officials and supervisory staff to provide better oversight of inspectors and other related employees, including ensuring the inspection program as authorized by the elected officials is carried out according to their vision, not on the sole discretion of city staff.
- Increased investment in the community as investors and future residents trust the process and are not deterred by stories of rogue, inconsistent practices.

The Chicago Association of REALTORS® West Towns Chapter looks forward to working with the City of Berwyn in maintaining a healthy, vibrant Berwyn real estate climate. For more information, please contact Howard Handler, Government Affairs Director, at hhandler@iar.org or 847-480-7177.

Government Affairs
450 Skokie Blvd., Bldg. 1200
Northbrook, Illinois 60062-7920
Phone: 847.480.7177
Facsimile: 847.480.7362
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Points for Discussion and Better Understanding

1. **Plat of survey:** Under what circumstances is a plat of survey is required, how recent must the plat of survey must be, and what is the rationale for requiring a plat of survey?
2. **Monies owed:** What categories of outstanding monies must be paid prior to transfer (e.g. water bills, parking fines, etc.)? How do the sellers inquire about money owed? What means are provided to sellers to appeal monies owed?
3. **Deed:** Which deed does the City desire to receive – the deed provided to the seller when he or she purchased the house or deed following transfer? What is the rationale for this requirement?
4. **Trust agreement:** What is the purpose of requiring a trust agreement if the property is being sold in trust?
5. **Corporation papers:** What is the purpose of requiring corporation papers if the property being sold involves a corporation?
6. **Attic affidavit:** Under what specific circumstances is an attic affidavit required? What means of appeal are afforded to those required to complete an attic affidavit?
7. **Basement affidavit:** Under what specific circumstances is a basement affidavit required? What means of appeal are afforded to those required to complete a basement affidavit?
8. **Deconversions:** Under what specific circumstances will the City require deconversions of multi-unit properties? What means of appeal are afforded to those required to complete a deconversion?
9. **Removal of rooms:** Under what specific circumstances will the City require elimination of a room including a bathroom, kitchen, basement, or attic? What means of appeal are afforded to those required remove a room?
10. **Inspection items:** Specifically, what does the City want to inspect? Among items found during the review of inspection reports include: requiring a bathtub to be repainted, interior painting, damaged ceiling tiles, replacing missing bottom rails on closet doors, and other non-life safety issues – is this along the line of items the City wishes to inspect? What means of appeal are afforded to those that wish to challenge the inspectors report?
11. **Escrow:** What is the formula used to determine escrow amounts?
12. **Certificates of occupancy:** Are certificates of occupancy required for simple transfers of property that do not involve new construction or significant rehabilitation?
13. **Certificates of compliance:** At what point in the sales process is one expected to apply for a certificate of compliance?
14. **Fees:** What are the respective fees for the initial inspection, subsequent inspections, application for certificate of compliance, certificate of compliance, certificate of occupancy, holding escrow payments, and any other fees?

Property Inspection Check List

Village of Lyons Building Department

7801 W. Ogden Avenue, (708) 447 - 8886 ext. 207

All items shall be maintained in a clean, safe, sanitary condition, in good repair, and structurally sound:

EXTERIOR

- Address (must be posted in front of building AND rear of any garage facing alley - minimum of 3.5 inches in height and in contrast to the background color)
- Chimney condition
- Debris, garbage, rubbish accumulation prohibited
- Deck/Porch condition
- Driveway, apron, service walkways, patio, etc. condition
- Fence condition
- Public sidewalk condition (50/50 replacement program may be available)
- Receptacles, exterior (GFCI required)
- Roof (PERMIT REQUIRED for replacement, repairs, additional layer, etc.)
- Scrape, paint, repair any peeling or unprotected exterior wood surface OR install siding required
- Stairs (treads, handrail, guardrail, etc.) condition
- Vehicles must be licensed and operable
- Walls condition
- Windows and screens condition

GARAGE

- Open Wiring must be removed or placed in conduit
- Receptacles (ALL must be GFCI protected)

POOL (Including hot tub/spa)

- Dilapidated pool must be repaired or removed
- Enclosure must be a minimum of 5' (five foot) tall (fence, etc.) with no more than 4" gaps between openings, gates must be self closing/latching or fold up
- Filter may not be operated by an extension cord
- Overhead Electrical Service Wires must be a minimum of 10' (ten feet), horizontally, from the outer edge of the pool wall
- Pool Distance to any structure must be a minimum of 10' (ten feet)
- Receptacle(s) must be GFCI and a minimum of 5' (five feet) from pool

SMOKE and CARBON MONOXIDE DETECTORS

- Carbon Monoxide (CO) Detector required with 15' (fifteen feet) of every sleeping area in ALL dwelling types
- Single Family Dwelling - minimum of 1 smoke detector per floor (including basement) required and immediately adjacent to every sleeping area
- Multi Family Dwelling (3-11 units) - smoke detectors must be hard-wired to the building electrical supply and set up so that the activation of one detector will activate all others in the respective dwelling unit
- Multi Family Dwelling OVER THREE STORIES or MORE THAN 11 UNITS shall have hard-wired heat/smoke detection in each dwelling unit adjacent to every sleeping area. Activation shall send a signal to the LFD or approved U/L central station. Installation requires a PERMIT and work done by a licensed contractor in accordance with Village of Lyons Codes.
- Multi Family Dwelling OVER THREE STORIES or MORE THAN 11 UNITS shall have hard-wired heat/smoke detection in all common areas and detection will activate horn and strobe devices on each floor. Pull stations shall be installed at each exit with protective covers that will activate local alarm if removed.

ELECTRICAL

- All Receptacles shall be three prong, grounded type
- Bathroom Receptacles shall be GFCI protected (bathrooms require one GFCI protected duplex receptacle)
- Bedrooms shall have a minimum of two 3-prong duplex outlets

VILLAGE OF LYONS Property Inspection Report 4200 S. Lawndale Avenue • Lyons, Illinois 60534 Office (708) 442-4500 Fax (708) 442-4432	ADDRESS	INSPECTION DATE
	INSPECTOR	Send to:

General Information

Dwelling Construction Type	Garage Construction Type Attached _____ Detached _____	Basement? Y/N	Finished Basement? Full / Partial / No
Type of Driveway	Sidewalk Program ? E NA Number of Squares	# Electrical Meters	# Gas Meters
Swimming Pool?	# Dwelling Units	# Bathrooms	# Kitchens
Approved Use	Lawful NC?	Type	Hardwire SD System
Parking Spaces Interior Exterior	Recycling Container(s) Yes No	Number of Stories	

CLASS I VIOLATIONS

EXTERIOR PREMISES Blighting, unsafe or unsanitary conditions

1	Remove Debris from exterior premises.	3	Remove or repair dilapidated fence.	5	Replace _____ squares of broken sidewalk. This violation may be complied with at substantial savings by paying for one half replacement through Village 50/50 program. Contact Building Department for details.
2	Remove unlicensed or inoperable vehicles.	4			

GARAGE/SHED:

6	Misc Violations (Specify type and required remedy)	7	All electrical receptacles must be GFCI protected.
		8	Remove all open wiring or place in conduit.
		9	Electrical service shall be below ground in approved piping or cable at proper code depth (6" conduit / 18" PVC/24" direct burial).
		10	
		11	

SWIMMING POOL

12	Overhead electrical service wires must be minimum 10 feet horizontal from the outer pool wall.	15	Electrical receptacles must be GFCI protected and in weatherproof box. No receptacle may be closer than 6 feet to pool.
13	Pool must be protected by minimum 5 foot enclosure with no more than 4" gaps between openings. Gate must be self-closing, self-latching or fold up.	16	Filter may not be operated by extension cord.
		17	Remove or repair dilapidated swimming pool
14	Misc Violation:	18	Misc Violation:

EXTERIOR DWELLING

19	WINDOWS: Repair all broken or missing windows.	26	HANDRAIL: Install handrail at all exterior/interior stairways with three or more risers.
20	STAIRS: Shall be in workmanlike condition. (Specify):	27	GUARDRAIL: Install or repair guardrail around exterior porch/deck so that it is a minimum 34" high, has no more than 4" gaps between rails and is in good repair and workmanlike condition.
21	DECKS/PORCHES: Shall be in workmanlike condition (Specify):	28	ADDRESS: Building address shall be posted on front of building and on the rear of any garage facing alley. Numbers shall be minimum 3.6 inches in height and contrast in color with the background it is posted on.
22	EXTERIOR WALLS: Shall be in workmanlike condition (Specify):	29	Roof is deteriorated / Dilapidated and shall be repaired PERMITTED REQUIRED
23	CHIMNEY: Shall be tickpointed and/or repaired.	30	Scrape and repair all peeling or unprotected wood exterior wood surfaces or install siding
24	RECEPTACLES: Shall be GFCI protected	31	
25	SCREENS: Replace missing or damaged screens.		



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Home, , , ,

GRADING / DRAINAGE

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Near Level Positive Slope Negative Slope Ponding

Comments :

DRIVEWAY

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Concrete Asphalt Brick Gravel
 General Deterioration Cracks Settlement

Comments :

WALKS / STEPS

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Concrete Flagstone Brick Wood
 General Deterioration Handrail Loose / Missing Cracks / Settlement Tripping Hazard
 Poor Earth / Wood Clearance

Comments :

PORCHES / STOOPS

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Enclosed Open
 General Deterioration Settlement Poor Earth / Wood Clearance Handrail Loose / Missing

Comments :

DECKS / BALCONY

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Wood
 General Deterioration Defective Posts / Boards No Footings Evident Poor Earth / Wood Clearance
 Needs Joist Hangers Not Bolted To House Railing / Handrail Loose Rail Opening Unsafe

Comments :

PATIO

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Concrete Flagstone Brick
 General Deterioration Cracks Settlement Slopes Toward House

Comments :

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FENCES / GATES

Monitor Condition

ACC	MAR	NI	NP	DEF
-----	-----	----	----	-----

Recommend Repairs

<input type="checkbox"/>				
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

- | | | | |
|--|--|-------------------------------------|---|
| <input type="checkbox"/> Wood | <input type="checkbox"/> Plastic / PVC | <input type="checkbox"/> Chain Link | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Wrought Iron | | | |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Leaning | <input type="checkbox"/> Rotting | <input type="checkbox"/> Portion(s) Missing |
| <input type="checkbox"/> Needs Repairs | | | |

Comments :

RETAINING WALLS

Monitor Condition

ACC	MAR	NI	NP	DEF
-----	-----	----	----	-----

Recommend Repairs

<input type="checkbox"/>				
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

- | | | | |
|--|--|---------------------------------|----------------------------------|
| <input type="checkbox"/> Sides | <input type="checkbox"/> Driveway | <input type="checkbox"/> Front | <input type="checkbox"/> Rear |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Block | <input type="checkbox"/> Timber | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Brick | | | |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Weep Holes Needed | <input type="checkbox"/> Cracks | <input type="checkbox"/> Leaning |

Comments :

ROOFING

Monitor Condition

ACC	MAR	NI	NP	DEF
-----	-----	----	----	-----

Recommend Repairs

<input type="checkbox"/>				
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

- | | | | |
|--|---|--|---|
| Age : | Design Life : | | |
| <input type="checkbox"/> Visual From Ground | <input type="checkbox"/> Walked On | <input type="checkbox"/> Ladder at Eaves | <input type="checkbox"/> Snow Covered |
| <input type="checkbox"/> Asphalt / Composition | <input type="checkbox"/> Wood Shake | <input type="checkbox"/> Wood Shingle | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Tar and Gravel | <input type="checkbox"/> Metal | <input type="checkbox"/> Rolled Composition | <input type="checkbox"/> Slate |
| <input type="checkbox"/> Membrane | | | |
| <input type="checkbox"/> Suspected Leak(s) | <input type="checkbox"/> Missing Shingle(s) | <input type="checkbox"/> Cupping/Curling/Lifting/Brittle | <input type="checkbox"/> Previous Repairs Noted |
| <input type="checkbox"/> Excessive Granular Loss | <input type="checkbox"/> Bubbling | <input type="checkbox"/> Trim Trees / Branches | <input type="checkbox"/> Improper Installation |

Comments : Leaks not always detectable.

- This inspection is made on the basis of what is visible and accessible on the day of the inspection and is not a warranty of the roof system or how long it will be watertight in the future.
- Many Leaks occur only under conditions of prolonged rain, and these conditions may not be present at the time of the inspection. Clients are encouraged to ask the current owner about the presence of any roof leaks.

FLASHING/VALLEYS

Monitor Condition

ACC	MAR	NI	NP	DEF
-----	-----	----	----	-----

Recommend Repairs

<input type="checkbox"/>				
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Metal | <input type="checkbox"/> Composition / Membrane | | |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Rust | <input type="checkbox"/> Improper Installation | <input type="checkbox"/> Suspected Leak(s) |
| <input type="checkbox"/> Exposed Nails | <input type="checkbox"/> Previous Repairs Noted | <input type="checkbox"/> Filled with Debris | |

Comments :

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SKYLIGHTS

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Fixed / Stationary Operable
 Suspected Leak(s) Caulking Needed Fogged Cracked

Comments :

CHIMNEY

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Brick / Masonry Framed Metal
 General Deterioration Suspected Leak(s) Deteriorated / Missing Cap Improper Height
 Separated from House Unlined Deteriorated Brick / Mortar Out of Plumb

Comments : Flue not inspected. Annual cleaning is recommended.

GUTTERS/DOWN SPOUTS

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- Aluminum Copper Steel Vinyl
 Missing Rust / Corroded Leaking Loose
 Filled with Debris Misaligned Missing Extension / Splash Block

Comments :

EXTERIOR SURFACE

- Monitor Condition Recommend Repairs

	ACC	MAR	NI	NP	DEF
SIDING/TRIM	<input type="checkbox"/>				
EXTERIOR FAUCETS	<input type="checkbox"/>				
EXTERIOR ELECTRICAL OUTLETS <input type="checkbox"/> NO GFCI	<input type="checkbox"/>				
EXTERIOR LIGHTING	<input type="checkbox"/>				

- Wood Metal Vinyl Stucco
 Synthetic Stucco Composite Veneer Brick
 General Deterioration Needs Paint Missing / Loose Cracked
 Needs Caulk / Seal Poor Earth / Siding Clearance

Comments :
 • Structural defects may be hidden behind dense foliage, vines, snow, stored items, debris or finishes and cannot be included in this inspection
 • Additional defects may be found when repairs are made to items listed in this report or when remodeling is done on the exterior. We cannot be held responsible for any hidden defects found after the inspection.

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WINDOWS

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | |
|--|---|--|
| <input type="checkbox"/> Wood | <input type="checkbox"/> Vinyl | <input type="checkbox"/> Metal |
| <input type="checkbox"/> Insulated Panes | <input type="checkbox"/> Single Pane | <input type="checkbox"/> Window Wells |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Needs Caulk / Seal | <input type="checkbox"/> Defective / Damaged Storm Windows |
| <input type="checkbox"/> Needs Paint / Finish | <input type="checkbox"/> Fogged | <input type="checkbox"/> Painted Shut |

Comments :

EXTERIOR DOORS

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Wood | <input type="checkbox"/> Metal | <input type="checkbox"/> Vinyl | <input type="checkbox"/> Fiberglass |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Delaminated / Damaged | <input type="checkbox"/> Missing / Damaged Hardware | <input type="checkbox"/> Doorbell Inoperative |
| <input type="checkbox"/> Screen / Storm Door Damaged | <input type="checkbox"/> Evidence of Leak(s) | <input type="checkbox"/> Repair/Replace Weather-Strip | <input type="checkbox"/> Needs Caulk / Seal |

Comments :

FOUNDATION

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Concrete Block | <input type="checkbox"/> Concrete | <input type="checkbox"/> Slab | <input type="checkbox"/> Post / Pier |
| <input type="checkbox"/> Brick | <input type="checkbox"/> Stone | <input type="checkbox"/> Wood | <input type="checkbox"/> Sub-Grade Entryway |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Horizontal Cracks | <input type="checkbox"/> Step Cracks | <input type="checkbox"/> Vertical Cracks |
| <input type="checkbox"/> Limited Observation | <input type="checkbox"/> Needs Caulk / Seal | <input type="checkbox"/> Trim Vegetation | |

Comments :

GARAGE/CARPORT

Monitor Condition Recommend Repairs

- Attached Detached Carport
- One Car Two Cars Three or More Cars

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

FLOOR/WALLS/CEILING/ELECTRICAL

ROOF

SIDING/TRIM

- | | | | |
|---|--|--|----------------------------------|
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Settlement / Movement | <input type="checkbox"/> Obscured / Limited View | <input type="checkbox"/> Cracked |
| <input type="checkbox"/> Outlets NOT GFCI Protected | <input type="checkbox"/> Electrical Deficiencies | | |

Comments :

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OVERHEAD GARAGE DOORS

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | |
|---|--|---|
| <input type="checkbox"/> Wood | <input type="checkbox"/> Metal | <input type="checkbox"/> Fiberglass |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Loose Track | <input type="checkbox"/> Repair / Replace Weather-Stripping |
| <input type="checkbox"/> Missing / Damaged Hardware | <input type="checkbox"/> Damaged / Inoperative | <input type="checkbox"/> Repair / Adjust Automatic Reverse |

Comments :

GARAGE PEDESTRIAN DOOR INTO HOUSE

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | |
|--|--|--------------------------------|
| <input type="checkbox"/> Solid Core | <input type="checkbox"/> Hollow Core | <input type="checkbox"/> Metal |
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Repair / Replace Weather-Stripping / Seal | |
| <input type="checkbox"/> Non-Fire Rated Assembly | | |

Comments :

Attic / Roof

Method of Inspection

- Physical Entry Visual from Access No Access / Limited View

ATTIC / ROOF FRAMING/SHEATHING

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Trusses | <input type="checkbox"/> Rafters | <input type="checkbox"/> Plywood / Panel Board / Boards |
| <input type="checkbox"/> Broken Rafters / Trusses | <input type="checkbox"/> Deflection | <input type="checkbox"/> Water Stains / Suspected Leak(s) <input type="checkbox"/> Delaminated |

Comments : Leaks not always detectable.

ATTIC / ROOF VENTILATION

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | | | |
|--|--|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Gable | <input type="checkbox"/> Ridge | <input type="checkbox"/> Soffit | <input type="checkbox"/> Static Vent | <input type="checkbox"/> Turbine |
| <input type="checkbox"/> Powered Vent | <input type="checkbox"/> Attic Fan | <input type="checkbox"/> Whole House Fan | <input type="checkbox"/> No Venting | |
| <input type="checkbox"/> Additional Vents Needed | <input type="checkbox"/> Obstructed Air Flow | <input type="checkbox"/> Clothes Dryer / Exhaust Fans Vented Into Attic | | |

Comments :

ATTIC / ROOF INSULATION

- Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | | |
|-------------------------------------|----------------------------------|----------------------------------|--|
| <input type="checkbox"/> Loose Fill | <input type="checkbox"/> Blanket | <input type="checkbox"/> Missing | <input type="checkbox"/> Uneven Distribution |
|-------------------------------------|----------------------------------|----------------------------------|--|

Comments :

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ATTIC ELECTRICAL

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

Open Splices / Junction Boxes

Comments : Limited visibility due to obstructions. See Electrical Section for additional Information.

Foundation

Foundation Type Basement Crawl Space Slab On Grade

FOUNDATION FRAMING SUPPORT

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> General Deterioration | <input type="checkbox"/> Horizontal Cracks | <input type="checkbox"/> Step Cracks | <input type="checkbox"/> Vertical Cracks |
| <input type="checkbox"/> Limited Observation | <input type="checkbox"/> Leaning / Bowing | <input type="checkbox"/> Inadequate Ventilation | <input type="checkbox"/> Efflorescence / Suspected Leak(s) |

Comments :
 • Only the readily visible portions of the foundation and structure were observed. Foundation surfaces hidden behind finishes cannot be observed by the inspector. Defects may be present at hidden foundation areas that could allow water infiltration or may have been caused by structural movement. Some foundation cracking is typical of settlement and/or shrinkage and does not usually indicate a structural deficiency.
 • Every crack or opening in the foundation wall or floor is a potential source for moisture entry. We strongly recommend that the client make an inquiry with the current owner as to whether there has ever been any moisture seepage or flooding into the house or foundation.

FOUNDATION FLOOR/SLAB

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | | |
|-------------------------------------|---------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Wood | | |
| <input type="checkbox"/> Settlement | <input type="checkbox"/> Cracks | <input type="checkbox"/> Differential | <input type="checkbox"/> Obscured / Covered |

Comments :

CRAWL SPACE

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Physical Entry | <input type="checkbox"/> Visual From Access | <input type="checkbox"/> No Access | <input type="checkbox"/> Limited Access |
| <input type="checkbox"/> Standing Water | <input type="checkbox"/> Inadequate Ventilation | <input type="checkbox"/> Suspected Water Intrusion | <input type="checkbox"/> Tree / Shrub Penetration |
| <input type="checkbox"/> Damaged / Deteriorated Wood | <input type="checkbox"/> Suspected Plumbing Leak | <input type="checkbox"/> Missing / Improper Vapor Barrier | |

Comments :

SUMP/SUMP PUMP

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

- | | | |
|----------------------------------|--|--|
| <input type="checkbox"/> Covered | <input type="checkbox"/> No Pump Present | <input type="checkbox"/> Dry at Time of Inspection |
|----------------------------------|--|--|

Comments :

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ELECTRICAL

Monitor Condition Recommend Repairs

SERVICE SIZE (Main Panel)

- 110 Volt (Nominal) 110 / 220 Volt (Nominal) 120 / 240 Volt (Nominal) 60 Amp 100 Amp
 125 Amp 150 Amp 200 Amp Undetermined

SERVICE SIZE (Sub Panel)

- 40 Amp 60 Amp 100 Amp Undetermined

SERVICE	<input type="checkbox"/> Overhead <input type="checkbox"/> Underground	ACC	MAR	NI	NP	DEF
ENTRANCE CABLE	<input type="checkbox"/> Aluminum <input type="checkbox"/> Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PANEL	<input type="checkbox"/> Breaker(s) <input type="checkbox"/> Fuse(s) <input type="checkbox"/> Combination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUB-PANEL	<input type="checkbox"/> Breaker(s) <input type="checkbox"/> Fuse(s) <input type="checkbox"/> Combination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BRANCH CIRCUITS	<input type="checkbox"/> Solid Aluminum <input type="checkbox"/> Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BONDING/GROUNDING		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GFCI(IN PANEL)*		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARC FAULT		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SMOKE DETECTORS*		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Overfused	<input type="checkbox"/> Double Tapping	<input type="checkbox"/> Rust / Corrosion	<input type="checkbox"/> Insufficient Access			
<input type="checkbox"/> Loose Connections	<input type="checkbox"/> No Main Disconnect	<input type="checkbox"/> Fuse / Breakers Incorrectly Sized	<input type="checkbox"/> Overheating / Scorching			
<input type="checkbox"/> Improper Splices	<input type="checkbox"/> Open Knockouts	<input type="checkbox"/> Water Meter Not Jumpered	<input type="checkbox"/> Improper Ground			

Comments : *Smoke Detectors / GFCI's checked with test button only. Monthly Test Recommended.

PLUMBING

Monitor Condition Recommend Repairs

Water Service : Water Public Water Private Water Off

Sewage Service : Sewage Public Sewage Private Fuel Off

		ACC	MAR	NI	NP	DEF
SUPPLY	<input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> PEX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DRAINS	<input type="checkbox"/> PVC <input type="checkbox"/> Cast Iron <input type="checkbox"/> Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EJECTOR PUMP		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VENTS	<input type="checkbox"/> PVC <input type="checkbox"/> Cast Iron <input type="checkbox"/> Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> General Deterioration	<input type="checkbox"/> Improper Connections	<input type="checkbox"/> Low Flow	<input type="checkbox"/> Water Conditioner Not Part of Insp.			
<input type="checkbox"/> Missing / Improper Cleanouts	<input type="checkbox"/> Suspected Leak(s)	<input type="checkbox"/> Improper Venting	<input type="checkbox"/> Water Hammer / Noise			

Comments : Main utility line, septic systems and gray water systems are excluded from this inspection.

- Water leaks may not appear during the inspection if the home is vacant due to lack of normal usage, but may appear only after repeated usage, and we cannot be held responsible for these.
- Supply and drainage piping is observed in exposed areas only. The condition of hidden piping within walls cannot be determined as a part of this inspection.

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WATER HEATER

<input type="checkbox"/> Monitor Condition	ACC	MAR	NI	NP	DEF
<input type="checkbox"/> Recommend Repairs	<input type="checkbox"/>				

Brand :	Model :	Size :
Age :	Design Life :	Serial No :

- | | | | | |
|---|---|---|--|---|
| <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Solar | <input type="checkbox"/> Integral with Boiler |
| <input type="checkbox"/> Leaks | <input type="checkbox"/> Rust / Corrosion | <input type="checkbox"/> Improper Elevation | <input type="checkbox"/> Insulation Blanket Obstructs View | |
| <input type="checkbox"/> Gas Leak | <input type="checkbox"/> Faulty Flue Connection | <input type="checkbox"/> At or Near Design Life | <input type="checkbox"/> Beyond Design Life | |
| <input type="checkbox"/> Missing / Improper Pressure Relief Valve / Extension | <input type="checkbox"/> Seismically Strapped | | | |

Comments :

LAUNDRY FACILITIES

Monitor Condition Recommend Repairs

	ACC	MAR	NI	NP	DEF
UTILITY HOOKUPS <input type="checkbox"/> Gas (Dryer) <input type="checkbox"/> Electric (Dryer)	<input type="checkbox"/>				
DRYER VENTS	<input type="checkbox"/>				
LAUNDRY TUB	<input type="checkbox"/>				
DRAIN	<input type="checkbox"/>				

Comments :

HEATING

Monitor Condition Recommend Repairs

Brand :	Model :	BTUs :
Age :	Design Life :	Serial No :

	ACC	MAR	NI	NP	DEF
OPERATION	<input type="checkbox"/>				
ABOVE GROUND STORAGE TANKS	<input type="checkbox"/>				
HUMIDIFIER	<input type="checkbox"/>				

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Forced Air | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Boiler / Hot Water | <input type="checkbox"/> Steam |
| <input type="checkbox"/> Baseboard / Radiant | <input type="checkbox"/> Gravity | | |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Propane |
| <input type="checkbox"/> Air Source | <input type="checkbox"/> Water Source | | |
| <input type="checkbox"/> Rusted Heat Exchanger | <input type="checkbox"/> Unusual Flame Pattern | <input type="checkbox"/> Too Warm to Test | <input type="checkbox"/> Shut Down For Season |
| <input type="checkbox"/> Corroded / Leaking | <input type="checkbox"/> At or Near Design Life | <input type="checkbox"/> Beyond Design Life | |
| <input type="checkbox"/> Improper Temperature Rise | <input type="checkbox"/> Needs Normal Maintenance / Cleaning | | |
| <input type="checkbox"/> Missing / Improper Pressure Relief Valve Leaks | <input type="checkbox"/> Underground Storage Tank Not Part of Inspection | | |

Comments : Heat Exchanger - Unable to detect cracks/holes without dismantling unit.

• Proper operation of all units should be verified prior to closing. A conclusive evaluation of a furnace heat exchanger or boiler combustion chamber requires dismantling of the unit , including burner removal, and is, therefore , beyond the scope of this inspection. **We do not report on, nor can we be held responsible for, these items.**

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KITCHEN

Monitor Condition Recommend Repairs

	ACC	MAR	NI	NP	DEF
CEILINGS <input type="checkbox"/> Typical Crack(s) <input type="checkbox"/> Stain(s)	<input type="checkbox"/>				
WALL(S) <input type="checkbox"/> Typical Crack(s) <input type="checkbox"/> Stain(s)	<input type="checkbox"/>				
WINDOWS/TRIM <input type="checkbox"/> Evidence of Leak(s) <input type="checkbox"/> Inoperative <input type="checkbox"/> Fogged	<input type="checkbox"/>				
WINDOW SCREENS <input type="checkbox"/> Missing <input type="checkbox"/> Damaged	<input type="checkbox"/>				
FLOOR/FINISH	<input type="checkbox"/>				
INTERIOR DOORS/HARDWARE	<input type="checkbox"/>				
ELECTRICAL (RANDOM SAMPLING OF OUTLETS, SWITCHES, FIXTURES.)	<input type="checkbox"/>				
GFCI PROTECTION (CHECKED WITH TEST BUTTON ONLY. MONTHLY TEST RECOMMENDED.)	<input type="checkbox"/>				
HEAT/AIR DISTRIBUTION	<input type="checkbox"/>				
COUNTERTOPS/CABINETS	<input type="checkbox"/>				
SINK/FAUCET	<input type="checkbox"/>				
EXHAUST FAN	<input type="checkbox"/>				
STOVE TOP/OVEN <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>				
STOVE ANTI-TIP BRACKET	<input type="checkbox"/>				
WATER PRESSURE/FLOW/DRAINAGE	<input type="checkbox"/>				
DISHWASHER/CROSS FLOW PROTECTION <input type="checkbox"/> Leaking Seal <input type="checkbox"/> Clogged Drain	<input type="checkbox"/>				
REFRIGERATOR	<input type="checkbox"/>				
MICROWAVE	<input type="checkbox"/>				
GARBAGE DISPOSAL <input type="checkbox"/> Seized <input type="checkbox"/> Noisy <input type="checkbox"/> Improper Elec. Connection	<input type="checkbox"/>				

Comments :

FAMILY ROOM

Monitor Condition Recommend Repairs

	ACC	MAR	NI	NP	DEF
CEILINGS <input type="checkbox"/> Typical Crack(s) <input type="checkbox"/> Stain(s)	<input type="checkbox"/>				
WALL(S) <input type="checkbox"/> Typical Crack(s) <input type="checkbox"/> Stain(s)	<input type="checkbox"/>				
WINDOWS/TRIM <input type="checkbox"/> Evidence of Leak(s) <input type="checkbox"/> Inoperative <input type="checkbox"/> Fogged	<input type="checkbox"/>				
WINDOW SCREENS <input type="checkbox"/> Missing <input type="checkbox"/> Damaged	<input type="checkbox"/>				
FLOOR/FINISH	<input type="checkbox"/>				
INTERIOR DOORS/HARDWARE	<input type="checkbox"/>				
ELECTRICAL (RANDOM	<input type="checkbox"/>				
CLOSET/STORAGE	<input type="checkbox"/>				
HEAT/AIR DISTRIBUTION	<input type="checkbox"/>				
BUILT IN SHELVING	<input type="checkbox"/>				
WET BAR <input type="checkbox"/> No GFCI Protection	<input type="checkbox"/>				
MISCELLANEOUS	<input type="checkbox"/>				

Comments :

" Independently Owned and Operated "

Inspection Date :	Inspector: Chuck Allen, CRI	Email: Callen2777@sbcGlobal.net
5/18/2007	Inspector Phone: (630) 879-5715 (630) 430-3289	450000115



Chuck Allen, CRI
dba National Property Inspections

Home, , , ,

FIREPLACE

Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Wood Burning | <input type="checkbox"/> Gas Log | <input type="checkbox"/> Gas Starter | <input type="checkbox"/> Fireplace Insert |
| <input type="checkbox"/> Masonry Firebox | <input type="checkbox"/> Metal Firebox | <input type="checkbox"/> Clean Out Trap | |
| <input type="checkbox"/> Damper Bent / Inoperable | <input type="checkbox"/> Poor Drafting | <input type="checkbox"/> Damaged Mortar / Firebrick | |
| <input type="checkbox"/> Damaged / Defective Doors | <input type="checkbox"/> Missing Damper Stopper | <input type="checkbox"/> Recommend Cleaning | |

Comments : Recommend annual cleaning - Fireplace design and soot / creosote buildup, in most cases, prevents view of chimney liner / cracks.

- If **Fireplaces or Solid Fuel Burning Stoves** were present, only visible and readily accessible portions of the fireplace or stoves have been reviewed. **Flue defects** may exist that can only be discovered through a Level 2 chimney inspection performed by a qualified chimney sweep.
- **Manually lit gas fireplaces are not operated as part of this inspection.**

BATHROOM

Monitor Condition Recommend Repairs

	ACC	MAR	NI	NP	DEF
CEILING(S) <input type="checkbox"/> Typical Crack(s) <input type="checkbox"/> Stain(s)	<input type="checkbox"/>				
WALL(S) <input type="checkbox"/> Typical Crack(s) <input type="checkbox"/> Stain(s)	<input type="checkbox"/>				
WINDOWS/TRIM <input type="checkbox"/> Evidence of Leak(s) <input type="checkbox"/> Inoperative <input type="checkbox"/> Fogged	<input type="checkbox"/>				
WINDOW SCREENS <input type="checkbox"/> Missing <input type="checkbox"/> Damaged	<input type="checkbox"/>				
FLOOR/FINISH	<input type="checkbox"/>				
INTERIOR DOORS/HARDWARE	<input type="checkbox"/>				
ELECTRICAL (RANDOM SAMPLING OF OUTLETS, SWITCHES, FIXTURES.)	<input type="checkbox"/>				
GFCI PROTECTION (CHECKED WITH TEST BUTTON ONLY. MONTHLY TEST RECOMMENDED.)	<input type="checkbox"/>				
HEAT/AIR DISTRIBUTION	<input type="checkbox"/>				
COUNTERTOPS/CABINETS	<input type="checkbox"/>				
SINK/FAUCET <input type="checkbox"/> Leaking <input type="checkbox"/> Cracked / Damaged	<input type="checkbox"/>				
TOILET <input type="checkbox"/> Loose at Base <input type="checkbox"/> Runs Continuously	<input type="checkbox"/>				
TUB/SHOWER	<input type="checkbox"/>				
JETTED TUB <input type="checkbox"/> No Service Access <input type="checkbox"/> No GFCI	<input type="checkbox"/>				
TILE WORK/ENCLOSURE	<input type="checkbox"/>				
EXHAUST FAN	<input type="checkbox"/>				
WATER PRESSURE/FLOW/DRAINAGE	<input type="checkbox"/>				

Comments :

" Independently Owned and Operated "

Inspection Date :	Inspector: Chuck Allen, CRI	Email: Callen2777@sbcGlobal.net
5/18/2007	Inspector Phone: (630) 879-5715 (630) 430-3289	450000115



Chuck Allen, CRI
dba National Property Inspections

Home, , , ,

INTERIOR ROOM

Monitor Condition Recommend Repairs

				ACC	MAR	NI	NP	DEF
CEILINGS	<input type="checkbox"/> Typical Crack(s)	<input type="checkbox"/> Stain(s)		<input type="checkbox"/>				
WALLS	<input type="checkbox"/> Typical Crack(s)	<input type="checkbox"/> Stain(s)		<input type="checkbox"/>				
WINDOWS/TRIM	<input type="checkbox"/> Evidence of Leak(s)	<input type="checkbox"/> Inoperative	<input type="checkbox"/> Fogged	<input type="checkbox"/>				
WINDOW SCREENS	<input type="checkbox"/> Missing	<input type="checkbox"/> Damaged		<input type="checkbox"/>				
FLOOR/FINISH				<input type="checkbox"/>				
INTERIOR DOORS/HARDWARE				<input type="checkbox"/>				
CLOSET				<input type="checkbox"/>				
ELECTRICAL (RANDOM SAMPLING OF OUTLETS, SWITCHES, FIXTURES.)				<input type="checkbox"/>				
HEAT/AIR DISTRIBUTION				<input type="checkbox"/>				

Comments :

STAIRS / RAILINGS

Monitor Condition
 Recommend Repairs

ACC	MAR	NI	NP	DEF
<input type="checkbox"/>				

- | | | |
|--|--|---|
| <input type="checkbox"/> Missing Hand Rail | <input type="checkbox"/> Rail Opening Unsafe | <input type="checkbox"/> Railing / Handrail Loose |
| <input type="checkbox"/> Tripping Hazard | <input type="checkbox"/> Loose / Damaged Tread Riser | |

Comments :

" Independently Owned and Operated "

Inspection Date :	Inspector: Chuck Allen, CRI	Email: Callen2777@sbcGlobal.net
5/18/2007	Inspector Phone: (630) 879-5715 (630) 430-3289	430000115



Chuck Allen, CRI
dba National Property Inspections

Home, , ,

MAR (MARGINAL)	The item/system was marginally acceptable. (It performed its designed function as of the time of the inspection. However, due to age and/or deterioration, it will likely require early repair or replacement.)
DEF (DEFECTIVE)	The item/system failed to operate/perform its intended function, was structurally deficient, was unsafe or was hazardous at the time of the inspection.

" Independently Owned and Operated "

Inspection Date :	Inspector: Chuck Allen, CRI	Email: Callen2777@sbcGlobal.net
5/18/2007	Inspector Phone: (630) 879-5715 (630) 430-3289	450000115



J. Staff Reports

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

June 28, 2011

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Re: 11 CV 2392

Dear Mr. Pavlik:

Please put this item on the June 28, 2011 agenda, authorizing the settlement of the above referenced matter for the total of \$42,500.00, based upon the City Council authority granted in Executive session.

Very truly yours,

A handwritten signature in cursive script that reads "Anthony T. Bertuca".

Anthony T. Bertuca
City Attorney

The City of Berwyn



Anthony T. Bertuca
City Attorney

5-2

A Century of Progress with Pride

June 28, 2011

Honorable Mayor, Robert J. Lovero
And Members of the Berwyn City Council

Re: Ordinance Establishing an Automated Traffic Signal Enforcement System

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. This revised Ordinance provides for the establishment of the Automated Traffic System at northbound Harlem Avenue at Cermak Road.

The Law Department is requesting your concurrence in the approval of the Ordinance.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE ESTABLISHING AN AUTOMATED TRAFFIC SIGNAL
ENFORCEMENT SYSTEM AT CERTAIN LOCATIONS WITHIN THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS**

ROBERT J. LOVERO, Mayor
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois on
June 28, 2011

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AN AUTOMATED TRAFFIC SIGNAL ENFORCEMENT SYSTEM AT CERTAIN LOCATIONS WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn (hereinafter, the "City"), pursuant to P.A. 94-095, which amends the Illinois Vehicle Code, 625 ILCS 5/1-100, *et seq.*, is vested with authority to implement an automated traffic enforcement system in order to monitor motorist compliance with traffic control signals at intersections and to devise a system of administrative adjudication to enforce the same; and

WHEREAS, the City, pursuant to 625 ILCS 5/11-208.6, may enact an ordinance providing for an automated traffic law enforcement system to enforce State and local traffic control signal laws and regulations through the use of electronic monitoring devices and by imposing liability on registered vehicle owners violating such State laws and local provisions; and

WHEREAS, the City, pursuant to 625 ILCS 5/11-208.3 and 65 ILCS 5/1-2.2-1, *et seq.*, may enact a system of administrative adjudication to adjudicate violations of regulations related to automated traffic law violations; and

WHEREAS, the Corporate Authorities of the City are desirous of providing a fair and efficient method of enforcing certain City regulations through administrative adjudication of vehicular standing and parking violations, violations concerning the condition and use of vehicle equipment, violations regarding the display of municipal and automated traffic law violations; and

WHEREAS, the City, pursuant to 625 ILCS 5/11-208(a)(2), may regulate traffic through the use of traffic control signals; and

WHEREAS, the City, pursuant to 625 ILCS 5/11-208(a)(15), may adopt traffic regulations as authorized by the Illinois Vehicle Code; and

WHEREAS, the Corporate Authorities of the City believe that instituting a system of administrative adjudication to adjudicate contested matters with respect to the automated traffic law enforcement system will facilitate prompt and just resolution of disputes; and

WHEREAS, The City of Berwyn (herein after referred to as the "City" is a Home Rule Community under the Constitution of the State of Illinois, and may there under promulgate rules and regulations for the benefit of its Citizens; and

WHEREAS, the Illinois Vehicle Code vests the City with the authority to implement an automated traffic enforcement system in order to monitor motorist compliance with traffic signals at certain locations; and

WHEREAS, the Mayor and City Council believe that instituting an automated system of traffic signal enforcement at certain locations within the City will enhance the safety of all occupants of the City, and lead to the fair, impartial and productive administration of the enforcement of traffic signal violations:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County Illinois, as follows:

Section 1. This Ordinance does not amend or replace any existing ordinance previously established regarding automated traffic signal.

Section 2. The location will be at Northbound Harlem and Cermak Road

Section 3. That Part 4 of the City of Berwyn Traffic Code of Ordinances is hereby amended so that this newly created Ordinance is hereby adopted and made a part thereof, and shall read as follows:

AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM

Sec. 4. Definitions.

The following words, terms, and phrases, when used herein, shall have ascribed to them the following meanings, except where the context indicates a different meaning.

Automated traffic enforcement system is the equivalent of "automated red light system" or "traffic control signal monitoring device." Said system/device is any photographic equipment linked to a violation detection system that synchronizes the taking of a photograph, video, or digital image with the occurrence of a traffic signal violation or moving infraction.

In operation means operating in good working order.

Notice of liability or citation is the notice of violation and shall include the following:

1. the name and address of the registered owner or lessee of the vehicle, as indicated by the records of the Secretary of State, or, if such information is outdated or unattainable, then the last known address recorded in a United States Post Office approved database;
2. the registration number of the motor vehicle involved in the violation;
3. the violation charged, with specific reference to that section of the City of Berwyn Municipal Code of Ordinances allegedly violated;
4. the location where the violation occurred;
5. the date and time of the violation;
6. a copy of the recorded images;
7. the amount of the civil penalty imposed and the date by which the civil penalty should be paid if liability will not be contested;

8. a statement that the recorded images are evidence of a violation of a red light signal;
9. a warning that failure to pay the civil penalty or to contest liability within 30 days of the mailing of the notice of violation is an admission of liability and may result in a suspension of the driving privileges of the registered owner or lessee of the vehicle; and,
10. a statement that the registered owner or lessee of the vehicle may elect to proceed either by paying the fine stated in the notice of violation or by challenging the charge in an administrative hearing or by contesting by mail.

Photographic equipment may include, but is not limited to, devices which link a camera, and a computer, alone or in combination with other devices, to detect vehicles which have violated the traffic signal and to record an image of the motor vehicle, its occupants and other objects. Such a system may also include, but is not limited to, devices that detect stop bar infractions and vehicle speeds, camera, and computer, alone or in combination with other devices, to measure the speed of a motor vehicle or other object and to record an image of the motor vehicle, or other objects. The results of photographic video, or digital imaging equipment, means the images, speed measurement and any other data or information produced by the automated traffic enforcement system.

System location is the approach to a street toward which a photographic, video, or electronic camera is directed and is in operation. It is the location where the automated camera system is installed to monitor offenses under this section.

Vehicle owner is the person or entity identified by the Illinois Secretary of State motor vehicle registration (or with any other state vehicle registration office) as the registered owner of a vehicle.

Sec. 5. Generally.

1. The City of Berwyn hereby adopts an automated traffic enforcement system for the purpose of using photographic, video, or digital imaging equipment to record visual images of vehicles entering intersections in violation of the Berwyn Code of Ordinances and using said images as the basis of issuing a "Notice of Violation" to the owners of such vehicles within thirty (30) days of the infraction.
2. The Berwyn's Traffic Compliance Administrator is hereby empowered to adopt procedures and appoint representatives for the purpose of constructing the physical Automated Traffic Signal Enforcement System, screening potential violations, reviewing video of potential violations, issuing Notices of Violations, scheduling and conducting administrative hearings of alleged violations, collecting civil penalties and fines, executing any and all other processes and/or procedures necessary to carry out the Automated Traffic Signal Enforcement System program.
3. The Berwyn's Police Department shall work closely with the Traffic Compliance Administrator and shall be responsible for implementing the Automated Traffic Signal Enforcement System for traffic signal enforcement and is hereby empowered to place the photographic equipment at locations within the City where the Department considers there to be a need for enhancement of existing public safety mechanisms of enforcing traffic laws in order to detect and record vehicles crossing an intersection against a red light. The Police Department shall maintain a list available to the public of locations so monitored. The Police Department or its designee(s) shall also erect in conspicuous locations, including major thoroughfares leading into or away from the City, signs notifying drivers that an automated traffic enforcement system may be in use within municipal territorial limits.
4. Any citation, known also as a "Notice of Violation" for an automated red light violation pursuant to this section shall:
 - (a) be processed by officials or agents of the City;
 - (b) be forwarded by first-class mail or personal service to the vehicle's registered owner's address as given on the state's motor vehicle registration, and
 - (c) clearly state the manner in which the Notice of Violation may be paid and/or appealed.

Sec. 6. Offense.

- (a) The registered owner of a vehicle shall be liable for a penalty imposed pursuant to this section if such vehicle fails to come to a complete stop at an intersection, crosses a marked stop line or the intersection plane at a system location when the traffic signal for the vehicle's direction is emitting a steady red light as set forth in the applicable provision(s) of the Berwyn Code of Ordinances relating to obedience to traffic control devices.
- (b) Officers or other employees or agents of the Police Department are empowered under this division to examine the photographic equipment recordings to determine whether a red light offense has occurred and the license plate number or other source of identification of the ownership of the offending vehicle can be established through photographic recording or other means, the officer, agent or employee shall within (30) days after confirmation by the Secretary of State of the identity of the owner of the vehicle, but in no event later than ninety (90) days after the violation, issue a "Notice of Violation" to the vehicle owner. Any "Notice of Violation" issued pursuant to this division shall be forwarded to the vehicle owner by first-class United States mail.
- (c) A person who receives such "Notice of Violation" shall be required to respond to it by paying a civil penalty as directed on the "Notice of Violation" within thirty (30) days of its issue date, or by contesting by mail and submitting proof of non-liability as set forth in subsection 28-45 (e) within thirty (30) days of its date, or by appearing at the administrative hearing on the date and at the time and address listed on the "Notice of Violation."
- (d) An imposition of liability under this section shall not be deemed a conviction as an operator and shall not be made a part of the operating record upon whom such liability is imposed.
- (e) Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of subsection (a).
- (f) This section shall not apply to violations involving vehicle collisions.

Sec. 7. Penalty.

- (a) Any violation of Subsection 28-43 herein shall be deemed a non-criminal violation for which a civil penalty of One Hundred Dollars (\$100.00) shall be assessed and for which no points shall be assigned by the Illinois Motor Vehicle Code Point System for License Suspension to the owner or driver of the vehicle. If this civil penalty is not paid in full or contested in writing or in-person within thirty (30) days of the Notice of Violation, a final determination of Violation Liability shall occur and a One Hundred Dollar (\$100.00) penalty will be assessed in addition to the original One Hundred Dollar (\$100.00) fine.
- (b) Appeals shall be heard through the Administrative Adjudication process as established by the Berwyn Code of Ordinances and all rules of procedure, costs, fees and fines applicable to that process shall apply to violators processed through this Ordinance. The strict rules of evidence applicable to courts of law shall not apply to Administrative appeals heard hereunder.
- (c) A hearing officer appointed by the mayor shall hold the administrative hearings. The hearing officer shall determine whether a preponderance of evidence establishes that a violation occurred and that the person who received the "Notice of Violation" is liable for the penalty set forth under this Ordinance.
- (d) A certified copy of the "Notice of Violation" alleging the violation along with a copy of the image that served as a basis of the "Notice of Violation" shall be prima facie evidence of the facts contained therein and shall be admissible in a proceeding alleging a violation under this section.

- (e) If a prima facie case has been established as set forth in subsection (d), the hearing officer may consider the following affirmative defenses, as to which the vehicle owner identified in the citation will have the burden of proof:
- (1) that the operator of the vehicle was issued a Uniform Traffic Citation by a police officer for the same incident as captured by the automated traffic enforcement system;
 - (2) that the violation occurred at a time during which the vehicle or its license plate was reported to a law enforcement agency as having been stolen and the vehicle or license plate had not been recovered by the owner at the time of the alleged violation;
 - (3) that the vehicle was leased to another, and within sixty (60) calendar days after the citation was mailed to the lessor, lessor submitted to the City of Berwyn, the correct name and address of the lessee of the vehicle identified in this Notice of Violation at the time of the alleged violation;
 - (4) that the vehicle was an authorized emergency vehicle or was yielding the right-of-way to an emergency vehicle;
 - (5) that the vehicle was lawfully participating in a funeral procession;
 - (6) that the facts alleged in the Notice of Violation are inconsistent or do not support a finding that a violation occurred;
 - (7) that the respondent was not the registered vehicle owner, lessee or renter of the cited vehicle at the time of violation.
- (f) Should a person who received a "Notice of Violation" pursuant to this section fail to pay the stated fine and fail to contest the basis of the Notice either by writing or by In-Person hearing, a default judgment shall be entered against that person and that person shall be responsible for the citation penalty of One Hundred Dollars (\$100.00) plus the additional fine of One Hundred Dollars (\$100.00) for failure to pay the fine within thirty (30) days.

Section II. That this Ordinance shall be in full force and effect immediately upon its approval and execution by the corporate authorities as provided by law.

PASSED AND APPROVED by the Mayor and by the City Council of the City of Berwyn, Cook County, Illinois this 28th day of June, 2011.

Robert J. Lovero
Mayor

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Thomas J. Pavlik
City Clerk

ADOPTED this ____ day of April 2011, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on _____ June _____, 2011.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

The City of Berwyn



James J. Frank
IT Director

J-3

A Century of Progress with Pride

June 21st 2011

Honorable Mayor Robert J. Lovero
Members of the City Council
City of Berwyn
6700 W 26th Street
Berwyn, IL 60402

Re: Request to Bid/City Hall Generator and UPS system

Mayor Lovero and Members of the City Council:

For years, City Hall has been the subject of extensive electrical issues stemming from an aging infrastructure, as well as increasing loads on our building electrical mains. Such issues, coupled with the lack of any sustainable building-wide backup power, often lead to complete power outages of the City Hall. When City Hall and the main firehouse suffer an extended power loss, the entire building and all departments operating within, for all intensive purposes, cease to function effectively until power is restored. As such, and with increased operating dependence on our technical electric-based enterprise, it is important we take steps to address the problems at hand.

Funding for this project currently exists in both the form of approved DECO grants, as well as within the 2007 debt restructuring initiative.

Recommended Action:

At this time, we are requesting permission to bid out a generator and UPS system to be installed at City Hall. Upon completion, this project will rectify such issues and provide ample power to sustain the building load during outages.

In addition, we are requesting the Council's approval in authorizing Novotny and Associates to represent the City in creating and advertising the bid, as well as assisting us through the review and selection process of this project.

Respectfully submitted,

James Frank
Director, Information Technology

J-4

City of Berwyn
Department of Community Development

To: Mayor Lovero and City Council
From: Robert Dwan
Date: June 28, 2011
Re: Resolution – IGA for West Suburban Collaborative

Dear Mayor Lovero and City Council Members:

Last year the City Council approved for the second time the resolution and intergovernmental agreement for the West Cook County Housing Collaborative. I am requesting that the City Council again approve this years Resolution and Agreement.

The Collaborative did receive a 3.1 Million Dollar Grant from Cook County in NSP I funds. These funds are being used to rehab a multi unit building in Maywood and three single family units in Bellwood. There is also pending an application for a 6 million dollar grant that should provide some benefit to the city. However by sustaining the Collaborative and demonstrating success with our programs, additional funds may be granted to the collaborative, and perhaps will be designated for single family homes and their rehabilitation.

Again the following governments are joining in this effort: Berwyn, Bellwood, Forest Park , Maywood and Oak Park. The Metropolitan Mayors Caucus and the Chicago Charitable Trust are also assisting in this endeavor.

The attached resolution approves Berwyn joining into the Collaborative, and directs the Mayor and City Clerk to Sign the attached IGA.

If you have any questions, please feel free to contact me at 708-795-6850 (x 3503), or contact Mr. James Healy at 630-202-1162, who has been helping us on this matter.

Sincerely,

Robert E. Dwan

Mayor Robert J. Lovero * Robert E. Dwan, Director
6420 West 16th Street, Berwyn, Illinois 60402
(708)795-6850 * (708)749-9457

RESOLUTION NO. _____
A RESOLUTION AUTHORIZING EXECUTIVE OF
AN INTERGOVERNMENTAL AGREEMENT FOR THE
NEAR WEST SUBURBAN HOUSING COLLABORATIVE

WHEREAS, the City of Berwyn (“ Berwyn”) is a Home Rule of Government pursuant to and defined in Article 7 Section 6 (a) of the 1970 Illinois Constitution; and

WHEREAS, said section of the Constitution authorizes a home rule unit of government to exercise any power, and perform any function, pertaining to its government and affairs; and

WHEREAS, the 1970 Illinois Constitution, Article VII Section 10 and the Intergovernmental Cooperation Act also provides authority for intergovernmental cooperation; and

WHEREAS, the United States Congress has authorized the Neighborhood Stabilization Programs 1 & 2 (“NSP”) to address the increased number of foreclosed and vacant properties in America; and

WHEREAS, the Mayor and City Council are deeply concerned about the housing Foreclosure crisis, and the corresponding rise in vacant and abandoned properties in Berwyn; and

WHEREAS, the Mayor and City Council have determined it is in the best interest of Berwyn to apply for and receive NSP funds; and

WHEREAS, the Mayor and City Council recognize the foreclosure crisis does not adhere to municipal boundaries, and working in cooperation with neighboring municipalities and area not-for-profit agencies is a positive approach to combating the negative affects of the foreclosure crisis in Berwyn; and

WHEREAS, the City of Berwyn in collaboration with the other near west suburban communities of Bellwood, , Forest Park, Maywood and Oak Park (collectively the “Member Communities”), and the Metropolitan Planning Council, are creating this Near West Suburban Housing Collaborative (“ The Collaborative”) for the purpose of obtaining additional NSP Funds from other sources, and for the coordination and furtherance of housing goals in the Member Communities; and

WHEREAS, the City of Berwyn and the Member Communities have agreed to enter into an Intergovernmental Agreement (the “IGA”) relating to the creation of the Collaborative, to be substantially the form set forth in **Exhibit A**, attached hereto and made a part hereof, including the retaining of an independent contractor to perform certain services for the Collaborative (“ the Contractor”); and

WHEREAS, funding for the employment of the Contractor is being provided by a grant from the Metropolitan mayors Caucus / Chicago Community Trust (the "Grant") to the Village of Maywood; and

WHEREAS; the Village of Maywood has agreed to act as the Collaborative's fiscal agent for purposes of hiring the Contractor on behalf of the Member Communities under the terms and conditions set forth in a purposed Independent Contractor Services agreement between the Contractor and the Village of Maywood, to be substantially in the form set forth in **Exhibit B**, attached hereto and made a part hereof; and

WHEREAS; the Mayor and the City Council find that entering into the IGA is in the best Interests of the City of Berwyn.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, as follows:

SECTION 1:

That the corporate Authorities of the city of Berwyn hereby approve the IGA with the other Member Communities relative to formation of the Collaborative; the IGA to be in substantially the same form as **Exhibit A**, subject to any appropriate modification and final approval by the City Attorney.

SECTION 2:

That the Mayor and City Clerk are hereby authorize and directed to execute said IGA upon final approval of the City Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the City's obligations under the IGA.

SECTION 3:

That this Resolution shall be in full force and effect from and after its passage and approval according to the law.

PASSED this 28nd day of June, 2011

Thomas J. Pavlik, City Clerk

Voting Aye:

Voting Nay:

Absent:

Absent:

Deposited in my office this 28nd day of June, 2011

Thomas J. Pavlik, City Clerk

APPROVED this 28nd day of June, 2011

Robert J. Lovero, Mayor

**INTERGOVERNMENTAL AGREEMENT
WEST COOK COUNTY HOUSING COLLABORATIVE**

THIS INTERGOVERNMENTAL AGREEMENT (The "Agreement") is entered into by and between the Village of Bellwood ("Bellwood"), the City of Berwyn ("Berwyn"), the Village of Forest Park ("Forest Park"), the Village of Maywood ("Maywood"), and the Village of Oak Park ("Oak Park")(collectively, the "Municipalities"), all being Illinois municipal corporations, with the support and assistance of the Metropolitan Mayors Caucus ("MMC") and the Metropolitan Planning Council ("MPC") for the purpose of collaborating to address housing issues in the West Cook County region.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the Act"), authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into agreements for the performance of governmental services, activities or undertakings; and

WHEREAS, the corporate authorities of the Municipalities agree that a collaborative approach among the Municipalities to address housing issues using available state, federal and county funds, will most effectively address the housing issues in the region; and

WHEREAS, the Metropolitan Mayor's Caucus (MMC), on behalf of the participating municipalities, applied for a grant from the Chicago Community Trust (CCT), in the amount of \$40,000, the purpose of which is to support on-going inter-jurisdictional housing work in west suburban Cook County as described in the Grant Application and Grant Award attached as **Group Exhibit A**; and

WHEREAS, the Metropolitan Mayor's Caucus (MMC), on behalf of the participating municipalities, applied for a grant from the Grant Victoria Foundation in the amount of \$40,500, the purpose of which is to support on-going inter-jurisdictional housing work in west suburban Cook County as described in the Grant Application and Grant Award attached as **Group Exhibit B**; and

WHEREAS, the Municipalities retained the independent consultant, IFF, to carry out the inter-jurisdictional housing work described in the Grant Applications and have previously formed a Steering Committee to direct and oversee the work of the consultant.

WHEREAS, IFF, on behalf of the participating municipalities, can apply for grants for the purpose of which is to support on-going inter-jurisdictional housing work in West Suburban Cook County; and

WHEREAS, the corporate authorities of each Municipality agree that it is in their best interest to enter into this Intergovernmental Cooperative Agreement; and

WHEREAS, the various undertakings by the Municipalities set forth in this Agreement relate to the respective government and affairs of the Municipalities.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipalities hereby agree as follows:

Section 1. Incorporation of Recitals

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

Section 2. Establishment of Steering Committee

Pursuant to the joint powers of the corporate authorities of the Municipalities, the Illinois Constitution and the authorization of the Act, the Municipalities have previously formed and desire to continue to the existence of a Steering Committee (the "Committee") to direct, oversee and cooperate with an independent consultant who shall be retained to assist, facilitate and coordinate the efforts of the Municipalities to utilize federal Neighborhood Stabilization Program funds, as well as to obtain and utilize other available federal, state, county and other housing funds and to develop and implement a west suburban Cook County strategic housing plan using those funds. The plan will address affordable and mixed income housing, with a particular focus on increasing transit and employment oriented housing, developing employer assisted housing programs, and addressing the challenges faced by the regional increase in housing foreclosures.

The Steering Committee consists of two representatives from each participating Municipality, appointed by the Mayor or Village President of each Municipality. Maywood's Director of Community Development shall act as chair of the Steering Committee and principal liaison between the Consultant and the Committee.

No Member of the Committee shall receive compensation for service on the Committee, or additional compensation if the Member is an employee or elected official of the appointing Municipality. Each Member shall continue to serve on the Committee until such time as the Member is replaced by a new appointment from the Mayor/Village President of the appointing Municipality.

The Steering Committee shall be subject to and shall be governed by the terms of this Agreement and by any By-Laws adopted by the Committee and amended from time to time. In the event of a conflict between this Agreement and the Bylaws, the terms of this Agreement shall control the creation and operation of the Committee.

The Steering Committee is not intended to be a legal entity separate and apart from the individual municipalities and has no power to contract or take any other legally binding action.

Section 3. Duties of Steering Committee

The Committee is charged with the responsibility of overseeing the work of the independent consultant, whose duties are described in the Independent Contractor Services Agreement attached hereto as **Exhibit C**.

1. The Steering Committee will provide general direction to the Consultant, and will identify priorities for the project.

2. Maywood's Director of Community Development shall act as Chair of the Committee and will be the day to day liaison between the Committee and the Consultant.

3. The Consultant will report to the entire Committee which will be responsible to ensure that Consultant performs its duties and obligations in accordance with (a) all applicable federal, state and local rules and regulations, (b) the requirements of the Chicago Community Trust (the "CCT") and the Grand Victoria Foundation grant funding for the work and other Consultant Funding Sources which may become available, and (c) the terms of this Agreement.

4. The Committee or its designee will meet with the Consultant and MMC periodically (but no less than once per quarter) to review the status of the projects, to coordinate the parties' efforts in furthering the goals of the projects, and to evaluate Consultant's performance based on certain benchmarks which the Committee, together with MMC will determine. MMC will work with the Consultant and the Steering Committee to determine the initiatives that the Consultant will undertake.

5. The Committee or its designee will communicate with Consultant, Grand Victoria Foundation and CCT periodically (but no less than once per quarter) to evaluate the project's status and Consultant's performance with respect to the terms of the CCT Grant award.

6. The Village of Maywood shall act as the contracting agency for purposes of entering into an Independent Contractor Services Agreement with the Consultant, and MMC, as recipient and fiscal agent of the Grant, will be responsible for paying the consultant.

The actions of the Committee and the work of the Consultant shall conform to the requirements of the Chicago Community Trust grant agreement, a copy of which is attached as Group **Exhibit A** and made a part hereof, provided however, that at the conclusion of the project funded by the CCT Grant, the Committee will continue to exist and will operate according to the rules of any other funding agreement which may be entered into.

The actions of the Committee and the work of the Consultant shall conform to the requirements of the Grand Victoria Foundation grant agreement, a copy of which is attached as **Group Exhibit B** and made a part hereof, provided however, that at the conclusion of the project funded by the Grand Victoria Foundation Grant, the Committee will continue to exist and will operate according to the rules of any other funding agreement which may be entered into.

Under no circumstances shall the Committee or the Participating Municipalities incur any liability or be bound by the terms of any contract unless that liability or contract is expressly authorized and approved by the governing bodies of the Municipalities.

Section 4. Consultant's Responsibilities

The responsibilities and duties of the Consultant are set forth in the Independent Contractor Services Agreement attached hereto and incorporated into this Agreement as **Exhibit C**. The consultant's responsibilities may be expanded or continued if additional grant funds are obtained.

Section 5. Responsibility for Consultant Payments

The Village of Maywood has agreed to be the contracting agency for purposes of contracting with the Consultant. The Consultant shall be paid by MMC in accordance with the terms of the Independent Contractor Services Agreement, dependent upon the receipt of the CCT, Grand Victoria Foundation and other Grant funds and on Consultant's satisfactory performance of the responsibilities and duties outlined in the Contractor Services Agreement.

Because the Steering Committee is not a legal entity, it shall have no responsibility for the payment of any invoices, provided however, that Maywood will direct the payment of only those invoices for which no objection is received from the majority of the Member Communities.

The Village of Maywood will distribute the Consultant's invoices to each of the Member Communities and will approve all reasonable charges for payment by MMC, provided that no portion of an invoice will be paid if a majority of the Member Communities object to that portion of the invoice in writing to Maywood within 7 days of receipt. In the event that timely written objections are received from a majority of the Member Communities, or Maywood determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

The Village of Maywood will submit the Consultant's approved invoice to the MMC for payment. The MMC, as fiscal agent for the Grant, will be responsible for paying the Contractor. Under no circumstances will any payment of grant funds or other funds or payments of any kind, including reimbursements, be made by or come from the Village of Maywood. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the grant funds and fiscal agent for the Grant.

Any compensation under this Agreement is dependent on the receipt of sufficient funds from the Grant. In the event the Grant is not disbursed, this Agreement shall become null and void.

Section 6. Project Contributions

The MMC and MPC have agreed to provide staff support and technical assistance, free of charge, particularly related to assisting the Consultant in the position. As recipient of the CCT and Grand Victoria Foundation Grant and the entity responsible for making payments to the Consultant, the MMC will participate in the review of the Consultant's invoices and progress reports.

Each Municipality has agreed to absorb the already incurred and future internal administrative costs for their own employees' time, energy, miscellaneous costs and expenses associated with creating and implementing this Project. No other funds are required from the Municipalities unless specifically agreed to in writing by the corporate authorities of the Municipality.

Section 7. Mutual Release, Hold Harmless and Waiver of Claims

Each Municipality, for itself and its elected or appointed officers and officials, president and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Municipalities, and their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each Municipality has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or

in connection in any way with entering into this Agreement or entering into any Agreement or contract pursuant to this Agreement, or from the performance or termination of this Agreement.

Section 8. Cooperation

The Municipalities agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

Section 9. Waiver

The waiver by any Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

Section 10. Default/Breach and Remedy

The failure or refusal by any Party to comply with any of its obligations shall constitute a default under this Agreement.

If any Party defaults or breaches in the performance of any of its obligations under this Agreement, a non-breaching Party shall give the breaching Party written notice of such default/breach, and if the breaching Party does not cure the default/breach within fifteen (15) days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Party does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the non-breaching Party may terminate the Breaching Party's participation in this Agreement. Upon termination of this Agreement, the Parties shall have the ability to pursue all available legal rights and remedies in court to assert or protect their rights.

Should any dispute arising out of this Agreement lead to litigation, the prevailing Municipality shall not be entitled to recover its costs of suit or attorneys' fees.

Section 11. Notices

All notices, demands, requests or other writings which any Municipality is required to, or may wish to, serve upon any other Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Municipalities to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the Village of Bellwood:

Village of Bellwood
Office of the Village Attorney
3200 Washington Boulevard
Bellwood, Illinois 60104

If to City of Berwyn:

City of Berwyn
Office of the City Attorney
6700 West 26th Street
Berwyn, Illinois 60402

If to the Village of Forest Park: Village of Forest Park
Office of the Mayor
517 Desplaines Avenue
Forest Park, Illinois 60130

If to the Village of Maywood: Village of Maywood
Office of the Village Manager
40 Madison Street Maywood, IL 60153

If to Village of Oak Park: Village of Oak Park
Office of the Village Attorney
123 Madison Avenue
Oak Park, Illinois 60302

Any Municipality may change the address at which it desires to receive notice upon giving written notice of such request to the other Municipalities in the manner herein specified.

Section 12. General

A. After approval by the respective corporate authorities, this Agreement shall be binding on each participating Municipality and its respective successors, including successors in office.

B. This agreement shall be construed together with the Independent Contractor Services Agreement to be entered into between the Village of Maywood and the Consultant, MMC's Grant Application on behalf of the participating municipalities, and the terms of the Chicago Community Trust Grant award, Grand Victoria Foundation award and any other grants received.

C. This Agreement shall be deemed and construed to be the joint and collective work product of the Municipalities and, as such, this Agreement shall not be construed against a Municipality, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

D. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third party beneficiary thereof or otherwise) other than the Municipalities.

E. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the Municipalities, the Steering Committee or the Consultant. Each Municipality hereto shall retain the sole right to control its own employees and the affairs and conduct of its employees and representatives shall be sole responsibility of the participating Municipality.

F. The Municipalities shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in the best interest of that certain Municipality as from time to time determined by its corporate authorities.

Section 13. Amendments

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Municipalities hereto as required by law.

Section 14. Assignment

This Agreement shall not be assigned by any Municipality without the express written consent of the other Municipalities, in the sole discretion of the other Municipalities.

Section 15. Severability

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be effective by such determination, unless the Agreement can no longer be performed by any Municipality.

Section 16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

Section 17. Effective Date

The Effective Date of this Agreement shall be 12:01 a.m. on July 16, 2011.

Section 18. Term of Agreement

This Agreement shall be in full force and effect for a term of one (1) year commencing on the Effective Date of this Agreement, subject to early termination pursuant to Section 19.

Section 19. Termination

This Agreement shall terminate upon the expiration of the term set forth in Section 18 above, or upon mutual agreement, of all of the Municipalities. Any Municipality may withdraw from this Agreement, at any time, upon at least thirty (30) days prior written notice to the other Municipalities and MMC of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Municipality, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the MMC or the Village of Maywood, whichever is later. If the withdrawing Municipality is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Municipality shall still be obligated to cure the default. Withdrawal by a Municipality shall terminate only that Municipality's participation under the Agreement and shall not affect the other Municipalities or require an amendment to this Agreement.

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement on the date as set forth below and herein described.

BY: _____ Date: _____
President
Village of Bellwood

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
City of Berwyn

ATTEST: _____
City Clerk

BY: _____ Date: _____
Mayor
Village of Forest Park

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Maywood

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Village President
Village of Oak Park

ATTEST: _____
Village Clerk

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the _____ day of July 2011, between the Village of Maywood ("Maywood"), an Illinois municipal corporation, and IFF Real Estate Services, LLC, an Illinois Limited Liability Company located at One North LaSalle St., Suite 700, Chicago, IL 60602("Contractor"), for the provision of services as the Inter-Jurisdictional Housing Coordinator, as noted below.

RECITALS

WHEREAS, Maywood, in collaboration with the other near west suburban communities of Bellwood, Berwyn, Forest Park and Oak Park (collectively, with Maywood, the "Member Communities"), and with technical and other assistance from the Metropolitan Planning Council ("MPC") and Metropolitan Mayors Caucus ("MMC"), has created a West Cook County Housing Collaborative for the purpose of collaborating to address housing issues in the West Cook County region through utilization of Neighborhood Stabilization Program ("NSP") Funds, as well as obtaining and utilizing funding from other sources, to address foreclosure trends, and for the coordination and furtherance of housing goals in the Member Communities; and

WHEREAS, the Chicago Community Trust (CCT) has awarded a grant in the amount of \$40,000 to the MMC (the "Grant") for the purposes set forth in a grant application made by MMC on behalf of the Member Communities; and

WHEREAS, the MMC has applied to the Grand Victoria Foundation for a grant in the amount of \$40,500 to the MMC (the "Grant") for the purposes set forth in a grant application made by MMC on behalf of the Member Communities; and

WHEREAS, the Contractor is familiar with the grant applications and the grant awards and understands that those documents control the provision of services under this Agreement; and

WHEREAS, Maywood and the Contractor desire to have Contractor perform services as an Inter-Jurisdictional Housing Coordinator on behalf of Maywood and the Member Communities under the terms and conditions set forth below; and

WHEREAS, Contractor is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform all of the services required by this Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into this Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and find that entering into the Agreement is in the best interests of Maywood and the best interests of the Member Communities.

NOW, THEREFORE, in consideration of the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, Maywood and Contractor agree as follows:

SECTION 1 (Contract Documents)

The services to be performed by this Agreement will be governed by the following documents:

1. CCT's Grant award to MMC and the WCCHC
2. Grand Victoria Foundation Grant award to MMC and the WCCHC
3. This Agreement

Where the terms of any of those documents conflict, the CCT Grant award will prevail.

SECTION 2 (TERM): This Agreement shall be effective on the date that the last signatory signs the Agreement (the "Effective Date"). If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety. Subject to earlier termination pursuant to the termination provision (Section 6), this Agreement shall terminate no later than 11:59 p.m. on July 15, 2012 or when funding for the position from the Grant is exhausted, whichever comes first.

SECTION 3 (RESPONSIBILITIES OF CONTRACTOR): Contractor shall act as the Inter-Jurisdictional Housing Coordinator on behalf of Maywood, the Member Communities, and MMC as fiscal agent, in developing and aligning the plans, policies, goals, programs, and resources of the Member Communities, in obtaining NSP funding and other housing-related funding from Cook County, the State of Illinois, and other sources, and in planning for, facilitating and coordinating the optimal use of such NSP and other funding within the Member Communities.

In furtherance of the foregoing, Contractor shall perform the following "Services" including, but not limited to, the following:

- (a) Work in concert with and at the direction of Maywood and the Member Communities as set forth herein to create and implement common short and long-term goals in utilizing NSP funding and other funding from Cook County, the State of Illinois, and other sources for the benefit of and use by the Member Communities.
- (b) Create efficiencies in communication with Cook County, the State of Illinois and the Federal Government by acting as the main point of contact for the Member Communities regarding application for housing funds for use in the Member Communities, and to ensure consistent interpretation and implementation of NSP and other fund-related requirements.
- (c) Facilitate joint planning, meetings, programs and decision-making among the Member Communities related to obtaining and using NSP funds and other housing funds.
- (d) Explore incentives that will encourage local and regional developers to work within priority areas within and approved by the Member Communities.
- (e) Facilitate and coordinate a variety of activities related to vacant and foreclosed properties and optimal use of NSP and other funds in the Member Communities, including land banking, acquisition, rehabilitation, marketing and resale of foreclosed or other distressed properties in the Member Communities.
- (f) Identify supportive housing opportunities in new homes created through use of NSP and other funds.
- (g) Monitor the allocation of NSP and other funds to ensure that they are being directed to target areas identified by the Member Communities.
- (h) Work with the Member Communities, the MMC and MPC to assist in the determination of the overall strategic direction and policy goals of the West Cook County Housing Collaboration in its initial year of operation and any multi-year planning objectives.
- (i) Act as a resource for the Member Communities relative to data and best practices associated with NSP and other housing issues.
- (j) Assemble and coordinate joint employer outreach programs to facilitate employer-assisted housing and engage area employers.
- (k) Complete a long-term needs assessment and action plan relative to local capacity, demand

and opportunities for increasing affordable housing opportunities within the Member Communities.

- (l) Create a long-term fundraising plan for the inter-jurisdictional efforts of the Member Communities, including identifying funding sources at all levels and a plan to leverage other public and private resources to supplement initial NSP funds.
- (m) Help position the Member Communities to apply for additional resources and funding.
- (n) Propose policies and procedures to streamline inter-jurisdictional coordination among the Member Communities.
- (o) Endeavor to sustain and develop the Member Communities collaboration with MPC and MMC, facilitating both organizations' technical assistance and staff support, and acquiring, reviewing, and implementing new information from MPC and MMC that would benefit the work of the Contractor.
- (p) Use best efforts to perform the services and other duties and responsibilities in a diligent and timely manner.
- (q) Refrain from any acts that might injure the reputation of the Member Communities. Notwithstanding the foregoing, Contractor, in its regular course of business unrelated to services contemplated under this Agreement, may undertake activities of benefit to member communities and such activities will not be precluded.
- (r) Refrain from any acts that benefit the interests of one or fewer than all Member Communities to the detriment of the other Member Communities, recognizing, however, that there may be circumstances where the Contractor assists one or more of the Member Communities with certain opportunities that are not available to other Member Communities for reasons such as demographics or other eligibility criteria.
- (s) Act in conformance with the requirements of the Chicago Community Trust grant and Grand Victoria Foundation grant agreement through which funding for the position is being provided, including maintaining complete and identifiable records of all matters relating to Consultant's activities under this Agreement and providing such other reports as are necessary to document that the services provided comply with the terms of the Grants.

SECTION 4 (STEERING COMMITTEE)

a. The Member Communities have created a Steering Committee consisting of two (2) members from each Member Community. Maywood's Director of Community Development shall act as chair of the Steering Committee and principal liaison to the Contractor and the Committee.

b. Oversight. The Steering Committee, or its designee, shall have oversight over the actions of Consultant pursuant to this Agreement. With respect thereto, the Steering Committee will commit to the following:

- 1. Ensuring that Consultant performs its duties and obligations in accordance with (a) all applicable federal, state and local rules and regulations, (b) the requirements of the Chicago Community Trust (the "CCT") and Grand Victoria Foundation grant funding this position and other Consultant Funding Sources which may become available, and (c) the terms of this Agreement. Consultant covenants that, promptly upon receipt thereof, Consultant shall notify the Steering Committee of any notice of default, deficiency or other material event with respect to the project that Consultant may receive from any applicable federal, state or local governmental entity or any entity that is a Project Funds source or a Consultant Funding Source.
- 2. Meeting with Consultant and MMC periodically (but no less than once per quarter) to review the status of the project, to coordinate the parties' efforts in furthering the

goals of the project, and to evaluate Consultant's performance based on certain benchmarks which the Committee, together with MMC will determine. MMC will work with the Consultant and the Steering Committee or its designee to determine the initiatives that the Consultant will undertake.

3. Meeting and/or communicating with Consultant, Grand Victoria Foundation and CCT periodically (but no less than once per quarter) to evaluate the project's status and Consultant's performance with respect thereto.

c. **Major Decisions.** Notwithstanding the terms of this Agreement, Consultant shall not make any major decisions or take any of the following actions without the prior written approval of the Steering Committee:

1. Applying for funding from sources not previously identified by the Steering Committee.
2. Expend any funds obtained
3. Taking of any legal action by or on behalf of the Member Communities

The Steering Committee will act on requests of the Consultant during its quarterly meetings, during a special meeting agreed upon by the Consultant and the Special Committee, or by the unanimous written consent of the Special Committee.

d. **Reporting.** The Contractor shall report on the status of its work to Maywood's Director of Community Development at least once a month, but shall also communicate openly with the members of the Steering Committee as requested.

SECTION 5 (COMPENSATION; HOURS): In exchange for performing the Services and other duties and responsibilities set forth in this Agreement, the parties Agree as follows:

- a. The Contractor shall provide the services at the following rates:

Vice President	\$150 per hour
Director	\$150 per hour
Project Manager	\$125 per hour
Construction Manager	\$125 per hour
Manager of Closing and Escrow Services	\$125 per hour
Project Associate	\$100 per hour

These rates will apply to any additional services performed by written addendum to this contract.

- b. The contractor will be reimbursed for any actually incurred, reasonable charges for the following reimbursable expenses:

1. Production costs – Contractor will pass on the entire cost of producing any bound

reports as requested by any member of the Committee (Contractor will retain one bound copy, one unbound copy, and one PDF version of the report).

2. CoStar – This is a subscription-based property listing service. Contractor passes on a base charge of \$250 if the project involves a market scan, financial feasibility, or valuation activities. Contractor shall make arrangements with CoStar for its subscription access to be made available to the Village at no extra charge.
3. AIA – This is a subscription-based service for industry approved architectural and general contractor contracts. If such a document is needed for the project, Contractor passes on the cost for generating these documents which is a \$1.23 per printed page.
4. Travel-related costs such as parking, cab fare and mileage.
5. The work of other professionals who may be employed in connection with the project. Contractor will seek authorization from Maywood prior to employing any such professionals.

c. The Contractor will submit monthly invoices detailing the services provided by each of its staff members, their hourly rate and all reimbursable expenses with receipts to the Village of Maywood. The Village of Maywood will distribute the Contractor's invoices to each of the Member Communities and will approve all reasonable charges for payment by MMC, provided that no portion of an invoice will be paid if a majority of the Member Communities object to that portion of the invoice in writing to Maywood within 7 days of receipt. In the event that timely written objections are received from a majority of the Member Communities, or Maywood determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

The Village of Maywood will submit the Contractor's approved invoice to the MMC for payment. The MMC, as fiscal agent for the Grant, will be responsible for paying the Contractor. Contractor acknowledges and understands that under no circumstances will any payment of grant funds or other funds or payments of any kind, including reimbursements, be made by or come from the Village of Maywood. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the grant funds and fiscal agent for the Grant.

Any compensation under this Agreement is dependent on the receipt of sufficient funds from the Grant. In the event the Grant is not disbursed, this Agreement shall become null and void.

The Contractor understands that the grant funds will be disbursed by CCT and Grand Victoria Foundation to MMC on a quarterly basis and that not all the funds will be immediately available. Therefore, if Contractor performs work in excess of the quarterly disbursement allocated to this project, there may be a delay in the payment of Contractor's invoices until the funds are released from CCT and Grand Victoria Foundation.

d. The total amount of compensation paid under this Agreement shall not exceed the grant amounts of \$80,500.00. It shall be the Contractor's responsibility to monitor its invoices and the work being performed to ensure that it does not exceed the grant award amount of \$80,500.

e. Prior to undertaking the services, the Contractor shall submit a Project Budget to the Steering Committee for approval. The Budget will demonstrate the services to be provided and the timeline for completion of the services.

SECTION 6 (AMENDMENT): This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by Maywood's Village Manager.

SECTION 7 (TERMINATION): This Agreement shall be terminated as follows:

- (a) At 11:59 p.m. on July 15, 2012 or upon the exhaustion of funding under the Grant, whichever comes first. In the event that notification is given to the Village that funding or continued funding from the Grant will not be received or made available, this Agreement shall immediately terminate and become null and void;
- (b) By either party at any time, upon written notice to the other party of the desire to terminate the Agreement provided that Contractor shall be compensated for all services provided up to the termination date; or
- (c) Upon written notice from Maywood, that the majority of the Committee finds that Contractor has failed, refused or is unable to perform the Services and other duties and responsibilities of the position. Provided, however, that Contractor shall have 30 days after such written notification to remedy any such alleged failure to perform. The Contractor and Maywood agree such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

Any extension of this Agreement beyond the one-year period is subject to: (1) the availability of funds from the Grant or additional grant funds; and (2) the mutual agreement of the parties as set forth in writing.

Upon termination, Maywood shall not be liable, nor shall the Contractor be liable to perform any services or expenses incurred after the receipt of notice of termination.

Termination by either party, with or without cause, shall not under any circumstances result in any severance pay to Contractor, other than payment for any verified work that is or has been submitted for payment in accordance with this Agreement.

SECTION 8 (INDEPENDENT CONTRACTOR): Maywood retains Contractor only for the purposes and to the extent set forth in this Agreement, and Contractor's relation to Maywood shall, during the term of this Agreement and period of his or her performance of the Services hereunder, be that of an independent contractor. Contractor shall be free to dispose of such portion of Contractor's entire time, energy and skill during other than regular business hours when Contractor is not obligated to devote time and services to his or her duties hereunder, in such manner as Contractor sees fit and to such persons, firms or corporations as Contractor deems advisable. It is acknowledged that at all times Contractor is separate and independent from Maywood and that Contractor will utilize a high level of skill necessary to perform the work assigned to him or her under this Agreement.

Contractor shall not be considered as having an employee status, nor shall Maywood withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any employee plans, arrangements or distributions by Maywood pertaining to or in

connection with any pension or retirement plans, nor shall Contractor be eligible for any other benefits available for the regular employees of Maywood, such as health insurance, vacation time, compensatory time or sick leave. As an independent contractor, Contractor acknowledges and understands that it is his or her sole and exclusive responsibility to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his or her profession. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax, to be paid by the Contractor according to law. As an independent contractor, Contractor agrees that he or she is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against Maywood and agrees not to file such any claims in the event this Agreement is terminated or if he or she is hurt performing any work or services under this Agreement. Contractor agrees to assume all risk of death, illness and injury relative to performing any work or services under this Agreement. Contractor is an independent contractor and not Maywood's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). Contractor is not authorized to enter into contracts or agreements on behalf of Maywood. Nothing contained in this Agreement shall permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

SECTION 9 (SUBCONTRACTING): The rights and duties of the Contractor are personal and may not be subcontracted or assigned.

SECTION 10 (INDEMNIFICATION; WAIVER OF CLAIMS): As a material inducement for Maywood to enter into this Agreement, Contractor agrees to defend, indemnify, protect and hold harmless Maywood and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees ("Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the acts of Contractor while performing the Services or work covered by this Agreement, or the intentional or negligent acts or omissions of Contractor, its officers, agents, or employees, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or Member Community's willful or wanton acts or omissions.

Contractor agrees to waive and relinquish any and all claims, actions, suits, damages, costs, expenses and liabilities that it may have against the Village and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, arising out of, connected with, or in any way associated with this Agreement or any matters of any kind covered by the Agreement, Contractor's status as an independent contractor, or from the termination of this Agreement by Maywood and/or the other Member Communities, except to the extent those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or the other Member Communities failure to perform its/their obligations under the Agreement. Contractor agrees to waive its right to seek punitive damages against Maywood or any of the Member Communities arising out of any acts or omissions of Maywood or the Member Communities or their Affiliates.

SECTION 11 (OWNERSHIP & DISCLOSURE): All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by Contractor

under this Agreement shall be for the sole and exclusive use of Maywood and Member Communities. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, trademark, service mark, or patent right of any kind by Contractor without the express written consent of Maywood and Member Communities.

Maywood and Member Communities shall have unrestricted authority to publish, disclose, distribute and otherwise use any such materials produced by Contractor under this Agreement, either by choice or as required to be disclosed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended ("FOIA"), Contractor and Maywood acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and photocopying by the public if requested pursuant to a FOIA request.

SECTION 12 (NOTICES): All notices, demands, or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by certified United States Mail, return receipt requested and first class postage prepaid, or (d) email or facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

Contractor:

IFF

Michelle D. Hoereth
Director of Housing
1 N LaSalle Street, Suite 700
Chicago, IL 60602
Phone: 312-596-5145
E-mail: mhoereth@iff.org
www.IFF.org

Village of Maywood:

Joseph Ponsetto, Interim Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6329
E-mail: jponsetto@maywood-il.org

With a copy to:

Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: 312-984-6419
E-mail: mtjurusik@ktlaw.com

SECTION 13 (VENUE AND APPLICABLE LAW): The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the United States District (Chicago) Court or Circuit Court of Cook County, Illinois. Contractor and Maywood agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

SECTION 14 (CONFLICTS OF INTEREST): The Contractor warrants that there is no conflict of interest between the Contractor's other engagements, if any, or other contracts, if any, and the

activities to be performed hereunder. The Contractor shall advise Maywood immediately if a conflict of interest arises in the future.

SECTION 15 (ADMISSIBILITY): The parties agree that this Agreement shall be admissible in evidence in any action in which any of the terms of this Agreement are sought to be enforced.

SECTION 16 (ATTORNEY REVIEW): Contractor acknowledges that it fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that it had an opportunity to be represented by an attorney of his or her own choosing during the negotiation of this Agreement, and that it executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

SECTION 17 (COMPLETE AGREEMENT): This Agreement contains the entire agreement between the parties with respect to the matters covered herein. Contractor acknowledges that it is entering into this Agreement solely on the basis of the written representations contained herein. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by Contractor and Maywood.

SECTION 18 (SEVERABILITY): If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

SECTION 19 (HEADINGS): All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

IN WITNESS WHEREOF, Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Agreement to be executed by Maywood's Village President and attested by the Village Clerk, and Contractor has voluntarily executed the Agreement (and his or her signature attested), on the dates set forth below:

IFF REAL ESTATE SERVICES, L.L.C:

VILLAGE OF MAYWOOD:

By: _____
(signature)

By: _____
(signature)

(typed or printed name)

Henderson Yarbrough, Sr.
(typed or printed name)

Title: _____

Title: **Mayor**

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

(signature)

(typed or printed name)

Date: _____

(signature)

Title: **Village Clerk**
(typed or printed name)

Date: _____

J-5

City of Berwyn
Department of Community Development

To: Mayor Lovero and City Council
From: Robert Dwan
Date: June 28, 2011
Re: Resolution – CDBG Project Year 11 (October 1, 2011 –September 30, 2012)

Dear Mayor Lovero and City Council Members:

The City has been given a CDBG grant for the project year beginning October 1, 2011 and ending September 30, 2012. This year the grant is for \$ 1,257,795. Last year we received \$ 1, 498,366. All of these funds are used to help the entire community, but are directed primarily to those areas identified as being low-moderate income

The City conducted public hearings to help measure the needs of the community and solicited input from many sources as to how the funds should be used. A draft of the Action Plan narrative and a review of the projects for this Action Plan will be available for public comment on Wednesday June 29, 2011

The attached resolution is required by HUD and I hope that you will approve it as submitted..

If you have any questions, please feel free to contact me at 708-749-6552, or contact Cynthia Montavon 708-749-6556.

Sincerely,

Robert E. Dwan

Mayor Robert J. Lovero * Robert E. Dwan, Director
6420 West 16th Street, Berwyn, Illinois 60402
(708)795-6850 * (708)749-9457

RESOLUTION NO. 2011 - _____

**A RESOLUTION APPROVING THE CITY OF BERWYN'S
"PROGRAM YEAR 2012 – TWELFTH YEAR ACTION PLAN"
FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDS,
AND FOR AUTHORIZATION TO SUBMIT SAME TO THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")**

WHEREAS, the City of Berwyn ("CITY") is a Home Rule Unit of Government pursuant to and as defined in Article 7 Section 6 (a) of the 1970 Illinois Constitution; and

WHEREAS, said Section of the Constitution authorizes a home rule unit of government to exercise any power, and perform any function, pertaining to its government affairs; and

WHEREAS, the 1970 Illinois Constitution, Article VII Section 10 and the Intergovernmental Cooperation Act provide authority for intergovernmental cooperation; and

WHEREAS, the City will receive an annual grant from HUD for CDBG Programs, and the amount of said grant for October 1, 2011 to September 30, 2012 ("Program Year 2011") is expected to be \$1,257,821.00

WHEREAS, the Mayor and the City Council have determined it is in the best interest of the City to receive CDBG funds from HUD for housing and related needs of low and moderate income persons; and

WHEREAS, the Community Development Dept. developed a Twelfth Year Action Plan and Three Year Consolidated Plan for Program Year 2012 ("Twelfth Year Action Plan"), pursuant to HUD regulations and in accordance with a Citizen Participation Plan which meets HUD's requirements; and

WHEREAS, the City developed its Twelfth Year Action Plan to promote the development of a viable urban community, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for low and moderate income persons, in conformance with HUD Act of 1974, as amended, and the HUD regulations applicable thereto; and

WHEREAS, after due deliberation the City Council finds it would be in the best interest of the CITY to approve and submit the CITY's Twelfth Year Action Plan drafted by Department of Community Development.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, as follows:

SECTION 1:

That the Corporate Authorities of the CITY hereby approve the Twelfth Year Action Plan in substantially the same format as attached hereto and made a part hereof as Exhibit A, and said final draft is hereby authorized to be submitted to HUD.

SECTION 2:

That proper publication shall take place on June 16, 2011, making the CITY's Twelfth Year Action Plan available for public comment for over thirty days; and thereafter all public comments and responses shall be included with the CITY's Twelfth Year Action Plan submitted to HUD pursuant to Section 1 above

SECTION 3:

That the Mayor and City Clerk are hereby directed and authorized to enter into on behalf of the CITY all contracts necessary and proper to fully implemented the Twelfth Year Action Plan including, but not limited to, all contracts receiving any allocation therein; and all contracts under the Single Family Rehab Program, and as otherwise required to implement the Twelfth Year Action Plan.

SECTION 4:

That this Resolution shall be in full force and effect from and after its passage And approval according to the law.

PASSED this 28th day of June, 2011

Thomas J. Pavlik, City Clerk

Voting Aye:

Voting Nay:

Absent:

Absent:

Deposited in my office this 28th day of June, 2011

Thomas J. Pavlik, City Clerk

APPROVED this 28th day of June, 2011

Robert J. Lovero, Mayor



The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief
788.788.2660 ext 3280

6700 West 26th Street * Berwyn, Illinois 60402-0701 * Fax 708.788.3039

J-6

June 24, 2011

**To: Mayor Robert Lovero
Members of City Council**

From: Fire Chief Denis O'Halloran

RE: Berwyn Firefighters Local 506 Collection dates for Muscular Dystrophy Drive (M.D.A.)

Ladies & Gentleman,

Attached is a communication from Local 506 requesting permission to collect for Muscular Dystrophy Drive on the following Saturdays in August, 13th, 20th, and 27th 2011 from 09:00 am. to 1:00 pm. The members will be required to wear traffic safety vests while in the various intersections throughout the City.

Respectfully,

Denis O'Halloran

Fire Chief



BERWYN FIRE FIGHTERS ASSOCIATION

LOCAL 506

International Association of Fire Fighters

Affiliated with AFL-CIO-CLC

Associated Fire Fighters of Illinois



June24, 2011

To: Mayor Lovero and the Berwyn City Council

As chairman of the Berwyn Firefighters Association Local 506 Muscular Dystrophy Drive, I am requesting permission for our Local Fire Fighter's in conjunction with the Berwyn Fire Department, to collect donations at various intersection through out the City of Berwyn.

This will take place on the last three (3) Saturdays during the month of August, 2011 which are the 13th 20st and the 27th. We will be collecting from 9:00 am to 1:00 pm.

Thank you for your consideration in this matter.

Respectfully,

Pat Sharkey, Chairman
Local 506 Muscular Dystrophy Drive



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675
www.berwyn-il.gov

June 24, 2011

Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payroll June 22, 2011

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the June 28, 2011 meeting.

Payroll: June 22, 2011 in the amount of \$957,801.31.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675
www.berwyn-il.gov

June 24, 2011

Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables June 28, 2011 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the June 28, 2011 meeting.

Total Payables: June 28, 2011 in the amount of \$1,486,127.41.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 6/25/2010 - To Payment Date: 6/29/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
12826	06/10/2011	Open			Accounts Payable	Robert J. Lovero	\$202.07		
12827	06/15/2011	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,989.64		
12828	06/15/2011	Open			Accounts Payable	Ingram Library Services	\$2,163.33		
12829	06/15/2011	Open			Accounts Payable	Office Depot	\$682.61		
12830	06/15/2011	Open			Accounts Payable	THOMPSON ELEVATOR INSPECTION SERVICE INC.	\$150.00		
12831	06/15/2011	Voided		06/21/2011	Accounts Payable	U.S. Postmaster	\$3,181.57		
12832	06/16/2011	Open			Accounts Payable	Jennifer Avila	\$251.17		
12833	06/21/2011	Open			Accounts Payable	Joe Rizza Ford	\$194.00		
12834	06/21/2011	Open			Accounts Payable	Just Tires	\$1,056.42		
12835	06/29/2011	Open			Accounts Payable	19th Street Condo Association	\$120.00		
12836	06/29/2011	Open			Accounts Payable	1st Source America	\$1,874.45		
12837	06/29/2011	Open			Accounts Payable	A & A Sprinkler Company, Inc.	\$205.00		
12838	06/29/2011	Open			Accounts Payable	Abarr Sales, Inc.	\$36.00		
12839	06/29/2011	Open			Accounts Payable	ABC Automotive Electronics	\$4,871.11		
12840	06/29/2011	Open			Accounts Payable	ACM Elevator	\$483.93		
12841	06/29/2011	Open			Accounts Payable	Advanced Occupational Medicine Specialists	\$70.00		
12842	06/29/2011	Open			Accounts Payable	Alliance Entertainment	\$987.97		
12843	06/29/2011	Open			Accounts Payable	AmAudit	\$929.88		
12844	06/29/2011	Open			Accounts Payable	Amazon.com	\$863.99		
12845	06/29/2011	Open			Accounts Payable	American Institute of Small Business	\$162.90		
12846	06/29/2011	Open			Accounts Payable	American Messaging	\$30.56		
12847	06/29/2011	Open			Accounts Payable	Amerigas-Cicero	\$35.00		
12848	06/29/2011	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$90.00		
12849	06/29/2011	Open			Accounts Payable	AT & T	\$2,833.55		
12850	06/29/2011	Open			Accounts Payable	AT & T	\$309.09		
12851	06/29/2011	Open			Accounts Payable	AT & T	\$225.26		
12852	06/29/2011	Open			Accounts Payable	AT & T Internet Services	\$947.00		
12853	06/29/2011	Open			Accounts Payable	AudioGo	\$238.87		
12854	06/29/2011	Open			Accounts Payable	AVAYA INC.	\$40.15		
12855	06/29/2011	Open			Accounts Payable	B & B Wholesale Distributors	\$86.80		
12856	06/29/2011	Open			Accounts Payable	B & H	\$4,597.14		
12857	06/29/2011	Open			Accounts Payable	B. Davids Landscaping	\$2,954.00		
12858	06/29/2011	Open			Accounts Payable	Baker & Taylor, Inc.	\$788.70		
12859	06/29/2011	Open			Accounts Payable	Baker & Taylor Entertainment	\$20.68		
12860	06/29/2011	Open			Accounts Payable	Benjamin N. Smogolski	\$163.50		
12861	06/29/2011	Open			Accounts Payable	Bernadito Hernandez	\$1,475.00		
12862	06/29/2011	Open			Accounts Payable	Berwyn Ace Hardware	\$34.96		
12863	06/29/2011	Open			Accounts Payable	Berwyn Public Health Department	\$4,857.60		
12864	06/29/2011	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$3,558.25		
12865	06/29/2011	Open			Accounts Payable	Bob's Lawn Care, Inc.	\$525.00		
12866	06/29/2011	Open			Accounts Payable	Bradford Systems Corporation	\$8,445.93		
12867	06/29/2011	Open			Accounts Payable	Brancato Landscaping	\$1,853.12		
12868	06/29/2011	Open			Accounts Payable	Brian Pabst	\$15.00		
12869	06/29/2011	Open			Accounts Payable	Cardinal Tracking, Inc.	\$1,862.88		
12870	06/29/2011	Open			Accounts Payable	CDW Government, Inc.	\$168.47		
12871	06/29/2011	Open			Accounts Payable	Chemsearch	\$1,341.64		

Payment Register

From Payment Date: 6/25/2010 - To Payment Date: 6/29/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12872	06/29/2011	Open			Accounts Payable	Chicago Office Technology Group	\$22.56		
12873	06/29/2011	Open			Accounts Payable	Chicago Reader	\$960.00		
12874	06/29/2011	Open			Accounts Payable	Chicago Tire	\$1,395.95		
12875	06/29/2011	Open			Accounts Payable	CITY of CHICAGO	\$2,595.00		
12876	06/29/2011	Open			Accounts Payable	CLARKE MOSQUITO CONTROL	\$20,133.75		
12877	06/29/2011	Open			Accounts Payable	CLEARCHANNEL OUTDOOR	\$13,800.00		
12878	06/29/2011	Open			Accounts Payable	CODEWORK,INC.	\$70.00		
12879	06/29/2011	Open			Accounts Payable	ComEd	\$741.30		
12880	06/29/2011	Open			Accounts Payable	COMPUTER POWER SYSTEMS,INC.	\$825.00		
12881	06/29/2011	Open			Accounts Payable	Cook County Clerk	\$10.00		
12882	06/29/2011	Open			Accounts Payable	Crowe Horwath,LLP	\$4,000.00		
12883	06/29/2011	Open			Accounts Payable	Del Galdo Law Group,LLC	\$13,810.28		
12884	06/29/2011	Open			Accounts Payable	Dell Marketing, LP	\$1,615.18		
12885	06/29/2011	Open			Accounts Payable	DEMCO EDUCATIONAL CORP	\$25.87		
12886	06/29/2011	Open			Accounts Payable	Diamond Graphics, Inc.	\$12,065.00		
12887	06/29/2011	Open			Accounts Payable	DWL UMPS C/O DOUG WHITING	\$1,000.00		
12888	06/29/2011	Open			Accounts Payable	DWL UMPS C/O DOUG WHITING	\$1,150.00		
12889	06/29/2011	Open			Accounts Payable	E & M Maintenance Group	\$1,410.00		
12890	06/29/2011	Open			Accounts Payable	EMPIRE COOLER SERVICE,INC.	\$92.00		
12891	06/29/2011	Open			Accounts Payable	EPP'S CUSTOM HEATING & AIR	\$575.00		
12892	06/29/2011	Open			Accounts Payable	Extended Home Living Services	\$9,975.00		
12893	06/29/2011	Open			Accounts Payable	F.I.R.E. PERSONNEL TESTING SERVICE	\$5,525.00		
12894	06/29/2011	Open			Accounts Payable	Federal Express Corporation	\$138.83		
12895	06/29/2011	Open			Accounts Payable	Flash Electric Company	\$1,380.00		
12896	06/29/2011	Open			Accounts Payable	Frank Novotny & Associates	\$33,485.62		
12897	06/29/2011	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$48.00		
12898	06/29/2011	Open			Accounts Payable	GABRIEL SALES	\$103.44		
12899	06/29/2011	Open			Accounts Payable	GALE	\$802.71		
12900	06/29/2011	Open			Accounts Payable	GAY DALL	\$939.90		
12901	06/29/2011	Open			Accounts Payable	GETWIRED.NET	\$125.00		
12902	06/29/2011	Open			Accounts Payable	Graciela Anaya	\$1,475.00		
12903	06/29/2011	Open			Accounts Payable	GRAINGER	\$71.08		
12904	06/29/2011	Open			Accounts Payable	Great Lakes Ice Cream	\$293.90		
12905	06/29/2011	Open			Accounts Payable	GREAT WEST ELECTRIC SUPPLY CO	\$12.60		
12906	06/29/2011	Open			Accounts Payable	Gurtner Plumbing, Inc.	\$943.00		
12907	06/29/2011	Open			Accounts Payable	H J MOHR & SONS CO	\$1,655.62		
12908	06/29/2011	Open			Accounts Payable	H-O-H CHEMICALS,INC.	\$900.00		
12909	06/29/2011	Open			Accounts Payable	HALOGEN SUPPLY CO INC	\$4,281.03		
12910	06/29/2011	Open			Accounts Payable	Harvey Place Condo Association	\$265.43		
12911	06/29/2011	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	\$3,357.36		
12912	06/29/2011	Open			Accounts Payable	HDC,INC.	\$1,022.37		
12913	06/29/2011	Open			Accounts Payable	HEARTLAND CONSULTANTS,INC.	\$596.00		
12914	06/29/2011	Open			Accounts Payable	Herbert Gavarrete	\$198.75		
12915	06/29/2011	Open			Accounts Payable	HIGH PSI LTD.	\$184.69		
12916	06/29/2011	Open			Accounts Payable	HIGHSMITH COMPANY	\$189.96		
12917	06/29/2011	Open			Accounts Payable	Hugo Guerra & Martha Soto	\$1,475.00		
12918	06/29/2011	Open			Accounts Payable	Identatronics, Inc.	\$347.26		

Payment Register

From Payment Date: 6/25/2010 - To Payment Date: 6/29/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12919	06/29/2011	Open			Accounts Payable	Illinois Office of the State Fire Marshall	\$95.00		
12920	06/29/2011	Open			Accounts Payable	Illinois Paper & Copier Company	\$4,174.25		
12921	06/29/2011	Open			Accounts Payable	Infinity Sign & Graphics	\$150.00		
12922	06/29/2011	Open			Accounts Payable	Ingram Library Services	\$6,679.00		
12923	06/29/2011	Open			Accounts Payable	INTELLIGENT SOLUTIONS,INC.	\$1,050.00		
12924	06/29/2011	Open			Accounts Payable	Interplan LLC	\$5,390.00		
12925	06/29/2011	Open			Accounts Payable	J.G.UNIFORMS,INC.	\$680.00		
12926	06/29/2011	Open			Accounts Payable	J.T. FLOORING	\$640.00		
12927	06/29/2011	Open			Accounts Payable	Jack's Rental, Inc.	\$3,121.79		
12928	06/29/2011	Open			Accounts Payable	James Frank	\$108.01		
12929	06/29/2011	Open			Accounts Payable	Jeffrey G. Boyajian	\$1,329.88		
12930	06/29/2011	Open			Accounts Payable	Jennifer Avila	\$14.64		
12931	06/29/2011	Open			Accounts Payable	JOANNE D.GRANT CSR	\$150.00		
12932	06/29/2011	Open			Accounts Payable	Jose Hernandez	\$70.80		
12933	06/29/2011	Open			Accounts Payable	Just Tires	\$1,290.10		
12934	06/29/2011	Open			Accounts Payable	K's Quality Construction, Inc.	\$16,651.00		
12935	06/29/2011	Open			Accounts Payable	Kara Company, Inc.	\$81.12		
12936	06/29/2011	Open			Accounts Payable	KATHY SEXTON	\$159.61		
12937	06/29/2011	Open			Accounts Payable	Key Equipment Finance	\$4,330.20		
12938	06/29/2011	Open			Accounts Payable	KHALED REDA	\$1,000.00		
12939	06/29/2011	Open			Accounts Payable	KIEFT BROS,INC.	\$203.00		
12940	06/29/2011	Open			Accounts Payable	KLAJBOR ENTERPRISE,INC d/b/a/ RON'S R&B AUTOBODY 1	\$1,559.69		
12941	06/29/2011	Open			Accounts Payable	KRIS CONIGLIO	\$20.86		
12942	06/29/2011	Open			Accounts Payable	Landmark Audiobooks	\$29.70		
12943	06/29/2011	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$266.02		
12944	06/29/2011	Open			Accounts Payable	Lawndale News	\$4,487.99		
12945	06/29/2011	Open			Accounts Payable	Lexipol LLC	\$12,462.50		
12946	06/29/2011	Open			Accounts Payable	LEXISNEXIS	\$467.00		
12947	06/29/2011	Open			Accounts Payable	Lip Notes/ BK Body/ Big Kahuna Native	\$507.65		
12948	06/29/2011	Open			Accounts Payable	LogIn/ IACP Net	\$1,400.00		
12949	06/29/2011	Open			Accounts Payable	Lorchem Technologies,Inc.	\$254.56		
12950	06/29/2011	Open			Accounts Payable	M. K. Sports	\$6,724.00		
12951	06/29/2011	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$35.00		
12952	06/29/2011	Open			Accounts Payable	Maria S. Sanchez	\$1,475.00		
12953	06/29/2011	Open			Accounts Payable	Marissa Garcia	\$173.40		
12954	06/29/2011	Open			Accounts Payable	Matt E. Schademann	\$350.00		
12955	06/29/2011	Open			Accounts Payable	McADAM LANDSCAPING,INC.	\$26,964.28		
12956	06/29/2011	Open			Accounts Payable	MEADE ELECTRIC COMPANY,INC.	\$4,109.57		
12957	06/29/2011	Open			Accounts Payable	Menards	\$207.92		
12958	06/29/2011	Open			Accounts Payable	Menards	\$218.05		
12959	06/29/2011	Open			Accounts Payable	Menards	\$2,773.80		
12960	06/29/2011	Open			Accounts Payable	METRO GARAGE INC	\$25.00		
12961	06/29/2011	Open			Accounts Payable	Metropolitan Library Systems	\$24.38		
12962	06/29/2011	Open			Accounts Payable	MICRO MARKETING,LLC	\$17.08		
12963	06/29/2011	Open			Accounts Payable	MidAmerican Technology,Inc	\$1,608.00		
12964	06/29/2011	Open			Accounts Payable	Miguel A.Santiago Consulting,Inc	\$5,000.00		

Payment Register

From Payment Date: 6/25/2010 - To Payment Date: 6/29/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12965	06/29/2011	Open			Accounts Payable	Mike & Sons	\$2,246.68		
12966	06/29/2011	Open			Accounts Payable	NAEIR	\$921.59		
12967	06/29/2011	Open			Accounts Payable	Nayeri Macedo	\$420.00		
12968	06/29/2011	Open			Accounts Payable	NEAL & LEROY,L.L.C.	\$7,912.60		
12969	06/29/2011	Open			Accounts Payable	Nextel Communications	\$349.55		
12970	06/29/2011	Open			Accounts Payable	Nicor Gas	\$1,720.79		
12971	06/29/2011	Open			Accounts Payable	Nicor Gas	\$1,413.36		
12972	06/29/2011	Open			Accounts Payable	Nicor Gas	\$468.52		
12973	06/29/2011	Open			Accounts Payable	NORA LAURETO	\$199.24		
12974	06/29/2011	Open			Accounts Payable	Nora Mastny	\$320.00		
12975	06/29/2011	Open			Accounts Payable	Office Depot	\$225.88		
12976	06/29/2011	Open			Accounts Payable	Office Equipment Sales	\$955.21		
12977	06/29/2011	Open			Accounts Payable	OVERDOORS OF IL	\$6,180.00		
12978	06/29/2011	Open			Accounts Payable	PATTEN INDUSTRIES,INC.	\$1,980.00		
12979	06/29/2011	Open			Accounts Payable	Paul & Kathy Brush	\$50.00		
12980	06/29/2011	Open			Accounts Payable	Piech Decorating,Inc.	\$600.00		
12981	06/29/2011	Open			Accounts Payable	Pierce Manufacturing, Inc.	\$798,955.00		
12982	06/29/2011	Open			Accounts Payable	PILLS NEWS	\$12.00		
12983	06/29/2011	Open			Accounts Payable	PINNER ELECTRIC CO	\$34,359.53		
12984	06/29/2011	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
12985	06/29/2011	Open			Accounts Payable	Planner Pads Co.	\$32.94		
12986	06/29/2011	Open			Accounts Payable	PNC Equipment Finance	\$4,563.65		
12987	06/29/2011	Open			Accounts Payable	POETRY	\$17.50		
12988	06/29/2011	Open			Accounts Payable	PSL&J, Inc.	\$2,050.00		
12989	06/29/2011	Open			Accounts Payable	Quarry Materials, Inc.	\$332.18		
12990	06/29/2011	Open			Accounts Payable	Random House, Inc.	\$79.95		
12991	06/29/2011	Open			Accounts Payable	Richard C. Dahms	\$705.00		
12992	06/29/2011	Open			Accounts Payable	ROBERT DWAN	\$147.60		
12993	06/29/2011	Open			Accounts Payable	Robert R. Andreas & Sons	\$35,061.30		
12994	06/29/2011	Open			Accounts Payable	Roscoe Company	\$407.46		
12995	06/29/2011	Open			Accounts Payable	Safeguard Business Systems	\$461.06		
12996	06/29/2011	Open			Accounts Payable	Sam's Club	\$928.65		
12997	06/29/2011	Open			Accounts Payable	SCHOLASTIC BOOK FAIRS	\$966.02		
12998	06/29/2011	Open			Accounts Payable	SCOT DECAL COMPANY INC	\$8,310.00		
12999	06/29/2011	Open			Accounts Payable	Shemin Nurseries, Inc.	\$180.14		
13000	06/29/2011	Open			Accounts Payable	Showcases	\$45.14		
13001	06/29/2011	Open			Accounts Payable	SIMMONS PEST CONTROL	\$150.00		
13002	06/29/2011	Open			Accounts Payable	Simplex Grinnell	\$2,237.50		
13003	06/29/2011	Open			Accounts Payable	Skyline Design	\$2,403.36		
13004	06/29/2011	Open			Accounts Payable	Snappy Convenience Center #12	\$366.50		
13005	06/29/2011	Open			Accounts Payable	South Holland Public Library	\$25.00		
13006	06/29/2011	Open			Accounts Payable	SPORTSFIELDS, INC.	\$590.33		
13007	06/29/2011	Open			Accounts Payable	Sprint	\$1,172.37		
13008	06/29/2011	Open			Accounts Payable	Standard Equipment Company	\$3,563.65		
13009	06/29/2011	Open			Accounts Payable	STATE INDUSTRIAL PRODUCTS	\$287.61		
13010	06/29/2011	Open			Accounts Payable	Storino, Ramello & Durkin	\$24,161.82		
13011	06/29/2011	Open			Accounts Payable	Strictly Sewers	\$19,400.00		
13012	06/29/2011	Open			Accounts Payable	Suburban Life Publications	\$300.00		
13013	06/29/2011	Open			Accounts Payable	Sunbelt Rentals	\$1,134.90		
13014	06/29/2011	Open			Accounts Payable	SUSANA HERRERA	\$1,475.00		

Payment Register

From Payment Date: 6/25/2010 - To Payment Date: 6/29/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13015	06/29/2011	Open			Accounts Payable	TAMMY CLAUSEN	\$70.50		
13016	06/29/2011	Open			Accounts Payable	Tantor Media	\$149.96		
13017	06/29/2011	Open			Accounts Payable	Tele-Tron Ace Hardware	\$367.28		
13018	06/29/2011	Open			Accounts Payable	Tennant Sales & Service Co.	\$357.56		
13019	06/29/2011	Open			Accounts Payable	Teresa Lucas	\$60.00		
13020	06/29/2011	Open			Accounts Payable	Terra Engineering, LTD.	\$126,724.94		
13021	06/29/2011	Open			Accounts Payable	The Elmwood Condo Association	\$515.73		
13022	06/29/2011	Open			Accounts Payable	The Library Store	\$190.49		
13023	06/29/2011	Open			Accounts Payable	THOMPSON ELEVATOR INSPECTION SERVICE INC.	\$900.00		
13024	06/29/2011	Open			Accounts Payable	Titan Outdoor,LLC	\$1,216.00		
13025	06/29/2011	Open			Accounts Payable	Titan Outdoor,LLC	\$686.00		
13026	06/29/2011	Open			Accounts Payable	Traffic Control & Protection Inc.	\$31,496.60		
13027	06/29/2011	Open			Accounts Payable	TRI-STAR INDUSTRIAL LIGHTING,INC.	\$959.76		
13028	06/29/2011	Open			Accounts Payable	U.S. Cellular	\$542.78		
13029	06/29/2011	Open			Accounts Payable	Union Arms Co.	\$930.00		
13030	06/29/2011	Open			Accounts Payable	UNIQUE MANAGEMENT SERVICES,INC.	\$134.25		
13031	06/29/2011	Open			Accounts Payable	UPSTART INC	\$52.50		
13032	06/29/2011	Open			Accounts Payable	US Gas	\$119.60		
13033	06/29/2011	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$548.06		
13034	06/29/2011	Open			Accounts Payable	Verna Austen	\$30.89		
13035	06/29/2011	Open			Accounts Payable	Veronica Arredondo & Jose A. Calvillo	\$1,475.00		
13036	06/29/2011	Open			Accounts Payable	Voltexx, Inc.	\$1,025.44		
13037	06/29/2011	Open			Accounts Payable	WEIMER MACHINE	\$9,891.92		
13038	06/29/2011	Open			Accounts Payable	Wellcare	\$375.05		
13039	06/29/2011	Open			Accounts Payable	WEST GROUP PAYMENT CTR.	\$171.50		
13040	06/29/2011	Open			Accounts Payable	WEST PAYMENT CENTER	\$198.00		
13041	06/29/2011	Open			Accounts Payable	WNUK	\$11,860.00		
13042	06/29/2011	Open			Accounts Payable	WORLD FUEL SERVICES	\$85.21		
13043	06/29/2011	Open			Accounts Payable	Youth Crossroads	\$2,320.00		
13044	06/29/2011	Open			Accounts Payable	Zee Medical, Inc.	\$100.90		
Type Check Totals:						219 Transactions	\$1,489,308.98		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	218	\$1,486,127.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,181.57	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	219	\$1,489,308.98	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	218	\$1,486,127.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,181.57	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 6/25/2010 - To Payment Date: 6/29/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total		219	\$1,489,308.98	\$0.00
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	218	\$1,486,127.41	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$3,181.57	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	219	\$1,489,308.98	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	218	\$1,486,127.41	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$3,181.57	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	219	\$1,489,308.98	\$0.00	

American Express \$562,257.15
 Waste Mgmt
 Chicago Water
 FFT - Dmtr

The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 80402-0701 Telephone: (708) 749-8403 Fax: (708) 788-2875
www.berwyn-il.gov

K-3

June 14, 2011

Honorable Mayor Robert J. Lovero and
Members of the City Council

Re: Handicap Sign Request No. 741 - Rosemary Godawa
3126 S. Kenilworth Ave

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached handicap sign application to approve the request.

Respectfully,

Margaret Paul
3rd Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: May 27, 2011

RE: HANDICAPPED SIGN FOR: Rosemary Godawa #741

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

3126 S. Kenilworth Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

PAUL

Berwyn Police Department

CITY OF BERWYN
CLERK'S OFFICE

2011 MAY 10 P 1:38

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 05-May-2011

Application: 741

Name of Applicant: Rosemary Godawa

Address: 3126 S. Kenilworth Ave. Berwyn, IL. 60402

Telephone: ---

Nature of Disability: Bilateral Osteoarthritis of Knees, Heart Condition, has Pacemaker

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 11-05029		

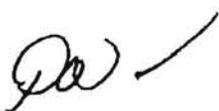
Recommendation: APPROVE DENY

Reporting Officer: Raimondi#192

Comments:

Alderman: SKRYD

Ward: 3





Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Rosemary Godawa

Applicant Address: 3126 S Kenilworth Ave. Berwyn, IL. 60402

Applicant Phone #: _____

Applicant D/L or ID#: _____

D.O.B _____

Caregivers Name: N/A

Caregivers D/L #: N/A

Vehicle Make: Mazda Vehicle Model: _____ Vehicle Year: 2004 Vehicle Color: Gray

License Plate: _____

Handicapped Placard #: BE49173

Does Applicant Use:

Wheelchair: _____ Walker: _____ Cane: _____ Oxygen: _____

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: Rosemary Godawa is requesting handicapped parking signs to be placed in front of her residence. Ms. Godawa suffers from

Applicant Interview

Date: 05-06-11	Time: <u>1200</u>	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 05-11-2011

Logged In Book: 05-11-2011

Application Number: 741

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 11-05029

STATION COMPLAINT UCR	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	11-05029
REPORT TYPE	RELATED CAD #	DOT #
Incident Report	C11-021068	
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	HOW RECEIVED
05/07/2011 07:26	3126 S KENILWORTH AV Berwyn, IL 60402	Walk In
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
05/07/2011 07:26		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	PHONE
GODAWA, ROSEMARY			3126 S KENILWORTH AV Berwyn, IL 60402	
SEX	RACE	HGT	WGT	HAIR
F	White, Caucasian			
CLOTHING	DOB	AGE	ADDRESS	PHONE
UCR	TYPE	RELATED EVENT #		
9041 (Applicant File) - 0 count(s)	Reporting Party			

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
	IL	Sedan, 4-door		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2004	Mazda	(unknown)	Gray	
OWNER				
GODAWA, ROSEMARY				

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Rosemary Godawa, who resides at 3126 S. Kenilworth Ave, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of her residence. Ms. Godawa suffers from [redacted] and has [redacted], which limits her mobility on a daily basis. There is a garage on the premises, however, Ms. Godawa relates that it is a "One Way" alley, which is difficult to maneuver in, when there is snow in the alley.

Ms. Godawa meets the City and State requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER	STAR #	REVIEWER	STAR #
RAIMONDI, MARGO J	192		

ASSISTING OFFICERS

OFFICERS	STAR #

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

MAR 29 2011

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

You must have a Handicap State Plate or Handicap Card
to park any vehicle in a designated Handicap Parking space

Rosemary Godawa
(Name of Handicapped Applicant)

3126 S. KENILWORTH
(Address)

(Name of caregiver, if applicable)

(Telephone Number)

(Illinois Handicapped License Plate Number)

13093 2011
(City Vehicle Sticker Number and Year)

(Illinois License Plate Number)

BE 49173
(Illinois Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

Rosemary Godawa
(Signature of handicapped person or their legal guardian)

03-29-11
(Date)

Physician must state, by printing below, the nature of the patient's handicap

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person – Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

(Physician's Signature)

3/15/11
(Date)

(Print Physician's Name, Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

Date: May 24, 2011

To: Mayor Robert J. Lovero
Members of the Berwyn City Council

Re: Public Works review of Handicap parking sign request for 3126 Kenilworth Av.

I have reviewed the subject request and find there is a hydrant in front of the home directly north of the subject property. There appears to be adequate parking on street in this area. Therefore, I would recommend that if this request is approved the space be positioned such that the resident at 3128 is afforded space to park. The roadway geometry would allow for the placement of a handicap parking sign.

Respectfully,

Robert Schiller
Public Works Director

The City of Berwyn



Nicole L. Campbell
Traffic Engineer

A Century of Progress with Pride

May 13, 2011

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Application 741 – 3126 Kenilworth Avenue

The alley dead ends at the school but is still a two-way alley. This should not negatively affect access to the garage. The parking for the house to the north is partially unavailable due to a hydrant. If a sign is placed, I would suggest it is placed to allow a full parking space for the house to the north.

Sincerely,

Nicole Campbell, Traffic Engineer

The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675
www.berwyn-il.gov

KA

June 14, 2011

Honorable Mayor Robert J. Lovero and
Members of the City Council

Re: Handicap Sign Request No. 740 - Robert Kennedy
2436 S. Kenilworth Ave.

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached handicap sign application to deny the request.

Respectfully,

Margaret Paul
3rd Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: May 27, 2011

RE: HANDICAPPED SIGN FOR: J. Robert Kennedy #740

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

2436 S. Kenilworth

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

Paul

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 05-May-2011

Application: 740

Name of Applicant: J. Robert Kennedy

Address: 2436 S. Kenilworth Ave. Berwyn, IL. 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		—
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 11-04899		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi#192

Comments:

Alderman: SKRYD

Ward: 3

COMPLETED



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: J. Robert Kennedy

Applicant Address: 2436 S. Kenilworth Ave. Berwyn, IL. 60402

Applicant Phone #: _____

Applicant D/L or ID#: _____

D.O.B: _____

Caregivers Name: N/A

Caregivers D/L #: N/A

Vehicle Make: Dodge Vehicle Model: Caravan Vehicle Year: 2007 Vehicle Color: Grn

License Plate: _____

Handicapped Placard #: BD50134

Does Applicant Use:

Wheelchair: Walker: Cane: Oxygen:

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: J. Robert Kennedy is requesting handicapped parking signs to be placed in front of his residence at 2436 S. Kenilworth Avenue. Mr. Kennedy suffers from _____ e, which causes shortness of breath and limits his mobility on a daily basis. There is a two car garage on the premises, which is occupied by two vehicles that belong to Mr. Kennedy's family members from said address. There are two assigned handicapped spaces on the block; at 2424 and 2428 Kenilworth. There are also two public access handicapped spaces, in the diagonal parking, directly across the street from Mr. Kennedy's residence, which are usually unoccupied.

Applicant Interview

Date: <u>05-04-2011</u>	Time: <u>1200</u>	Results: <u>Denied (Recommendation)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 05-05-2011

Logged In Book: 05-05-2011

Application Number: 740

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 11-04899

STATION COMPLAINT UCR 9041 (Applicant File) REPORT TYPE Incident Report WHEN REPORTED 05/04/2011 12:31 TIME OF OCCURRENCE 05/04/2011 12:31	DESCRIPTION Applicant File RELATED CAD # C11-020478 LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2436 S KENILWORTH AV Berwyn, IL 60402 STATUS CODE	INCIDENT # 11-04899 HOW RECEIVED Telephone STATUS DATE
---	--	--

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
KENNEDY, J ROBERT			2436 S Kenilworth AV Berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
M	White, Caucasian						
CLOTHING		SID #		DL #		FBI #	
UCR				TYPE		RELATED EVENT #	
9041 (Applicant File) - 0 count(s)				Reporting Party			

INVOLVED VEHICLES					
VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #	
	IL	Van/Minivan			
YEAR	MAKE	MODEL	COLOR	COMMENTS	
2007	Dodge	Caravan	Green		
OWNER					
Kennedy, J. Robert					

NARRATIVES
PRIMARY NARRATIVE

In Summary:

J. Robert Kennedy, _____, who resides at 2436 S. Kenilworth Avenue, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of his residence. Mr. Kennedy has difficulty walking and shortness of breath, due to _____. There is a two car garage on the premises which is occupied by two other vehicles, which belong to Mr. Kennedy's family members. There are two assigned handicapped spaces on the block; at 2424 and 2428 Kenilworth. There are also two public access handicapped spaces in the diagonal parking, directly across the street from his residence, which Mr. Kennedy relates are not usually occupied.

J. Robert Kennedy meets the City and State requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be denied at this time.

REPORTING OFFICER	STAR #	REVIEWER	STAR #
RAIMONDI, MARGO J	192		

ASSISTING OFFICERS	
OFFICERS	STAR #

Robert J. Lovero
Mavor



James D. Ritz
Chief of Police

A Century of Progress with Pride

APR 13 2011

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

You must have a Handicap State Plate or Handicap Card
to park any vehicle in a designated Handicap Parking space

J. Robert Kennedy
(Name of Handicapped Applicant)

2436 S. Kemlworth Ave
(Address)

(Name of caregiver, if applicable)

(Telephone Number)

(Illinois Handicapped License Plate Number)

(City Vehicle Sticker Number and Year)

(Illinois License Plate Number)

(Illinois Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

[Signature]
(Signature of handicapped person or their legal guardian)

4/8/11
(Date)

Physician must state, by printing below, the nature of the patient's handicap

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person - Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

[Signature]
(Physician's Signature)

4/11/11
(Date)

(Print Physician's Name, Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

REMOVE OR DESTROY THIS PLACARD.
 THIS PLACARD IS NOT TO BE REPRODUCED.
 IT IS ILLEGAL TO COPY OR REPRODUCE THIS PLACARD.

THE AUTHORIZED HOLDER MUST BE PRESENT AND MUST ENTER OR EXIT THE VEHICLE AT THE TIME THE PARKING PRIVILEGES ARE BEING USED. UNAUTHORIZED USE MAY RESULT IN A \$500 FINE AND SUSPENSION OF DRIVER'S LICENSE AND/OR REVOCATION OF THE PLACARD.

PERMANENT



BD 50134

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6	6	
7	7	
8	8	
9	9	

EXPIRES THE LAST DAY OF:

June May Apr. Mar. Feb. Jan.

2014

Dec. Nov. Oct. Sept. Aug. July

2014



ILLINOIS

Jesse White



The City of Berwyn



Nicole L. Campbell
Traffic Engineer

A Century of Progress with Pride

May 11, 2011

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Application 740 – 2436 Kenilworth Avenue

I concur with the investigating officer's recommendation. Four disabled parking spaces are within the general vicinity, two of which are public and can be used by the applicant. I visited the location on a Wednesday morning between 8:10am and 8:25am. This was during the morning school rush, in which ample parking was available. The applicant lives near Piper School.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Campbell".

Nicole Campbell, Traffic Engineer

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

Date: May 24, 2011

To: Mayor Robert J. Lovero
Members of the Berwyn City Council

Re: Public Works review of Handicap parking sign request for 2436 Kenilworth Av.

I have reviewed the subject request and find there are two handicap parking spaces directly across the street that are on public property and are unused. It would be my recommendation they use the current space across the street. Therefore I concur with the investigating officer's recommendation to deny this request.

Respectfully,

Robert Schiller
Public Works Director

The City of Berwyn



Rafael Avila
7th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6407 Fax: (708) 788-2875
www.berwyn-il.gov

June 22, 2011

Honorable mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 750 - Joyce Goff
1941 S. Kenilworth

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached handicap sign application to **Approve** the request.

Respectfully,

Rafael Avila
7th Ward Alderman

K-5

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: June 16, 2011

RE: HANDICAPPED SIGN FOR: Joyce Goff #750

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1941 S. Kenilworth Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

Avila

Berwyn Police Department

CITY OF BERWYN
CLERK'S OFFICE

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

2011 JUN 14 P 12: 22

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 10-June-2011

Application: 750

Name of Applicant: Joyce Goff

Address: 1941 S. Kenilworth Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 11-06634		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi#192

Comments:

Alderman: *Avila*

Ward: *7*



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600

(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Joyce Goff

Applicant Address: 1941 S. Kenilworth Ave, Berwyn, IL 60402

Applicant Phone # _____

Applicant D/L or ID#: _____ 13

D.O.B: _____

Caregivers Name: N/A

Caregivers D/L #: N/A

Vehicle Make: Nissan Vehicle Model: 4Dr Vehicle Year: 1996 Vehicle Color: Gm

License Plate: 183703

Handicapped Placard #: BE06865

Does Applicant Use:

Wheelchair: Walker: Cane: Oxygen:

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: Joyce Goff is requesting handicapped parking signs to be placed in front of her residence. Ms Goff suffers from severe _____ which limits her mobility on a daily basis. Ms. Goff does not have any garage access. The owner consent letter has been provided by the building management company.

Applicant Interview

Date: 006/10/2011 Time: 1200 Hrs Results: _____

Date: _____ Time: _____ Results: _____

Completion Date: 06/10/2011

Logged In Book: 06/10/2011

Application Number: 750

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 11-06634

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 11-06634
REPORT TYPE Incident Report	RELATED CAO # C11-027642	DOT #		HOW RECEIVED Telephone
WHEN REPORTED 06/10/2011 11:54	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1941 S KENILWORTH AV Berwyn, IL 60402			
TIME OF OCCURRENCE 06/10/2011 11:54	STATUS CODE		STATUS DATE	

INVOLVED ENTITIES

NAME GOFF, JOYCE		DOB	AGE	ADDRESS 1941 S Kenilworth AV 1st Flr Berwyn, IL 60402		
SEX F	RACE	HGT	WGT	HAIR	EYES	PHONE 4
CLOTHING		SID #		DL #	FBI #	
UCR 9041 (Applicant File) - 0 count(s)			TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT	VIN #
YEAR 1996	MAKE Nissan	MODEL (unknown)	COLOR	COMMENTS
OWNER GOFF, JOYCE				

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Joyce Goff, d.o.l _____, who resides at 1941 S. Kenilworth Ave (unit # 103), Berwyn, IL 60402, is requesting handicapped signs to be placed in front of her residence. Ms. Goff suffers from _____. Ms. Goff does not have garage access. There are currently two handicapped parking spaces on the block; one is at 1938 Kenilworth, and one is at 1941 Kenilworth (it is a wide, multi-unit building, which allows enough space for a second handicapped parking sign to be placed). Ms. Goff provided the required owner consent letter, from Reliable Management Co, the company which manages 1941 Kenilworth.

Joyce Goff meets the City and State requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	REVIEWER	STAR #
--	---------------	----------	--------

ASSISTING OFFICERS

OFFICERS	STAR #

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	DATE/TIME 06/10/2011 11:54	INCIDENT # 11-06634	Page 1 of 1
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Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

MAY 26 2011

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

**You must have a Handicap State Plate or Handicap Card
to park any vehicle in a designated Handicap Parking space**

Joyce Goff
(Name of Handicapped Applicant)

1941 Kenilworth Apt 103
(Address)

(Name of caregiver, if applicable)

(Telephone Number)

183 703
(Illinois Handicapped License Plate Number)

20841 2011
(City Vehicle Sticker Number and Year)

183703
(Illinois License Plate Number)

BE06865
(Illinois Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

Joyce Goff
(Signature of handicapped person or their legal guardian)

5/23/11
(Date)

Physician must state, by printing below, the nature of the patient's handicap

V

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person - Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

(Physician's Signature)

5/23/11
(Date)

(Print Physician's Name, Address and Telephone Number)

**Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois**

RELIABLE MANAGEMENT CO, INC.
28 East Ave Riverside, IL 60546

Office 708-442-5660

June 10, 2011

The City of Berwyn

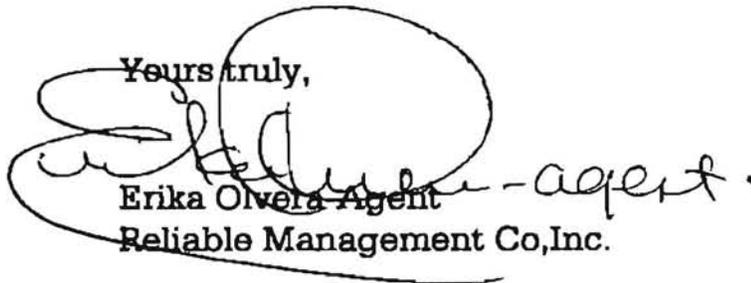
Re: Joyce Goff
1941 S Kenilworth Ave #103 Berwyn, IL 60402

To Whom It May Concern:

Mrs. Goff is one of our current tenants and resides in our unit. We are aware of her medical situation and have no problem if a handicap sign is placed on the street.

If you shall have any questions please contact the undersigned.

Yours truly,



Erika Olvera - Agent
Reliable Management Co, Inc.

cc:file



1041

The City of Berwyn



Rafael Avila
7th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-8407 Fax: (708) 788-2875
www.berwyn-il.gov

June 22, 2011

Honorable mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 752 - Frank Salerno
2423 S. Home Ave.

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached handicap sign application to **Deny** the request.

Respectfully,

Rafael Avila
7th Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: June 16, 2011

RE: HANDICAPPED SIGN FOR: Frank Salerno # 752

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

2423 S. Home Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

Avila

Berwyn Police Department

CITY OF BERWYN
CLERK'S OFFICE
2011 JUN 16 P 1:33

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 06-15-2011

Application: 752

Name of Applicant: Frank Salerno

Address: 2423 S. Home Ave, Berwyn, IL 60402

Telephone:

Nature of Disability: _____ ess

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:	—	—
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 11-00956		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi#192

Comments:

Alderman: *Avila*

Ward: *7*



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Frank Salerno

Applicant Address: 2423 S. Home Ave, Berwyn, IL 60402

Applicant Phone #:

Applicant D/L or ID#: _____

D.O.B: _____

Caregivers Name: N/A

Caregivers D/L #: N/A

Vehicle Make: Cadi Vehicle Model: _____ Vehicle Year: _____ Vehicle Color: Gold

License Plate: _____

Handicapped Placard #: BC70339

Does Applicant Use:

Wheelchair: Walker: Cane: Oxygen:

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: Frank Salerno is requesting handicapped parking signs to be placed in front of his residence. Mr. Salerno suffers from _____ which limits his mobility on a daily basis. There is a two car garage on the premises which Mr Salerno uses to park his har in. There is a side driveway, which accesses the front/side entrance to the residence.

Applicant Interview

Date: <u>06/15/2011</u>	Time: <u>1200 Hrs</u>	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 06/15/2011

Logged In Book: 06/15/2011

Application Number: 752

Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 11-00956

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 11-00956
REPORT TYPE Incident Report	RELATED CAD # C11-004011	HOW RECEIVED In Person
WHEN REPORTED 01/26/2011 10:53	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2423 S HOME AV Berwyn, IL 60402	
TIME OF OCCURRENCE 01/26/2011 10:53	STATUS CODE	STATUS DATE

NARRATIVES

PRIMARY NARRATIVE

Frank Salerno, ---0, who resides at 2423 S. Home Ave, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of his residence at said location. Mr Salerno suffers from , which limits his mobility on a daily basis. There is a two car garage and a side drive on the premises. The side drive offers easy access to the front/side door of said residence.

This application is on hold, pending applicant's driver's license renewal, in 03-2011...

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	REVIEWER	STAR #
--	---------------	----------	--------

ASSISTING OFFICERS

OFFICERS	STAR #

Berwyn Police Department

(708) 795-5600 6401 West 31st Street Berwyn, IL 60402

Supplement Report

INCIDENT #	INCIDENT DATE	UCR				
11-00956	01/26/2011	9041 (Applicant File)				
REPORTING OFFICER	APPROVED BY	DATE	TIME	SECURE	JUVENILE	
RAIMONDI, MARGO J		06/15/2011	15:00	No		

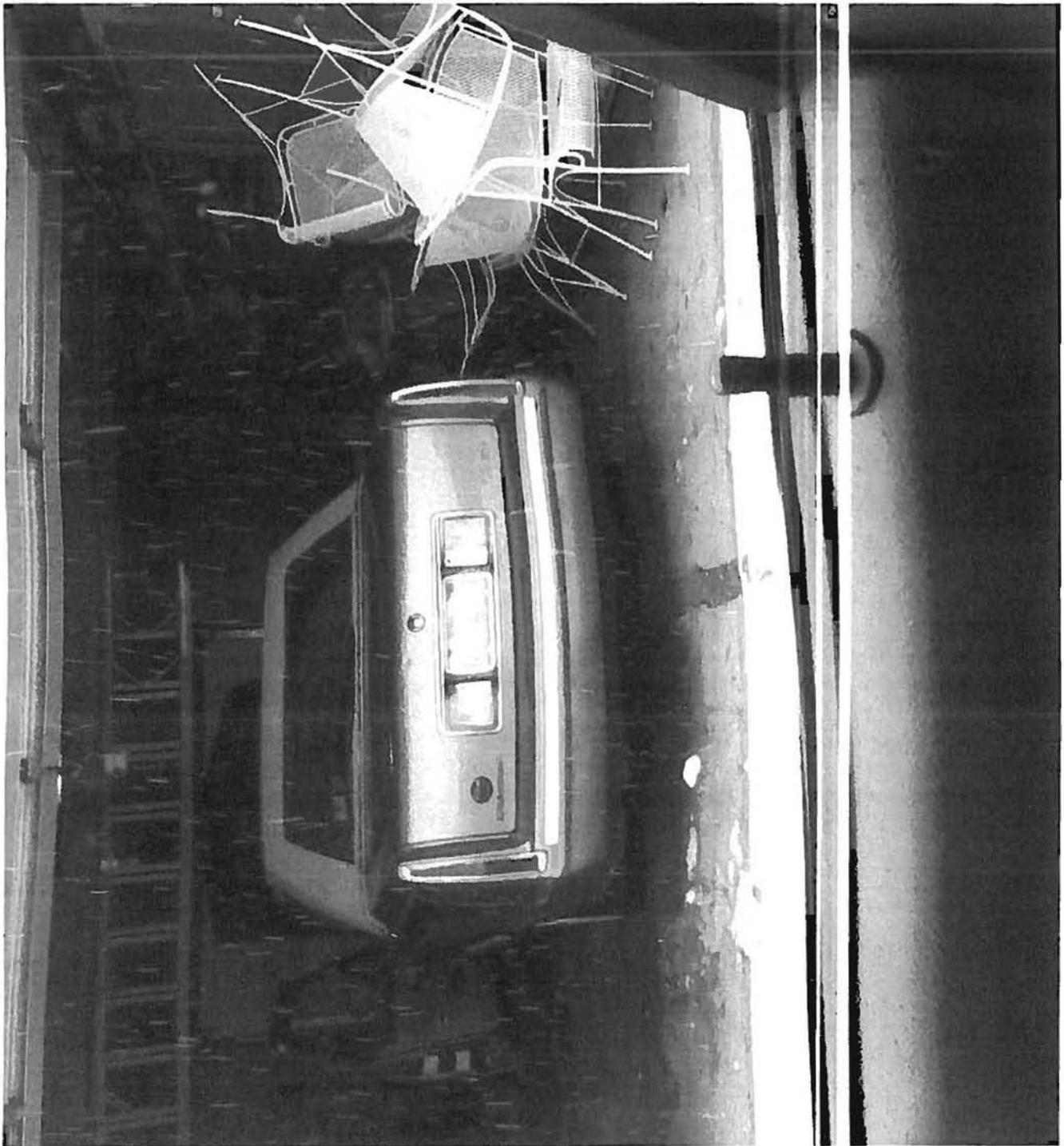
SUPPLEMENTAL NARRATIVE

This handicapped parking sign application is being closed at this time, due to Mr. Salerno not having renewed his driver's license.











MISERICORDIA
Heart of Mercy
Center

6300 North Ridge • Chicago, IL 60660-1017 • 773-973-6300 • fax 773-973-5214
www.misericordia.org

K-7

June 13, 2011

PLEASE SAVE THE DATES

APRIL 27 and 28, 2012

2011 JUN 14 P 5:20
CITY OF BERYIA
CLERK'S OFFICE

We respectfully request that you save the dates of Friday, April 27 and Saturday, April 28, 2012, for the Misericordia/Jelly Belly Candy Days Fundraiser.

All materials required by each individual village and/or city, will be sent toward the end of this year.

Thank you for your cooperation in this very worthwhile endeavor.

Our heartfelt good wishes to you for a beautiful summer.

Sincerely,

Nancy

Nancy Turry, Manager
Public Relations

Robert J. Lovero
Mayor



CITY OF BERWYN
CLERK'S OFFICE

A Century of Progress with Pride

6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

2011 JUN 17 P 2:37

KA

THOMAS J. PAVLIK
CITY CLERK

Date: 6/8/11

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party 16TH block of Clinton

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 16TH block
of Clinton

The residents request permission to hold the event on 7-9-11

With a rain date of 7-10-11. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Ramiro Pelayo

Contact person is: Ramiro Pelayo

Address is: _____

Phone number is: _____

PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED

WE THE UNDERSIGNED RESIDENTS OF THE 16th BLOCK OF Clinton.

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 7-9-11

BETWEEN THE HOURS OF 9:00 am AND 9:00 pm, OUR RAIN DATE IS 7-18-11

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

NAME

ADDRESS

Tele

1619 Clinton

1625 Clinton 708-788-8371

1613 Clinton (713) 849-4466

1623 Clinton

6924 16th St.

1629 Clinton

1631 Clinton - 788-3976

1633 Clinton

1637 Clinton 708-795-4506

1610 Clinton

1643 Clinton

1647 Clinton

1642 Clinton Ave.

1640 Clinton

1636 Clinton Ave

1632 Clinton ~~788~~

1630 Clinton Ave

1624 Clinton Ave

Robert J. Lovero
Mayor



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2675
www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

K-9
Date: June 7, 2011

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party Highland block of 21st

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 21st block
of Highland

The residents request permission to hold the event on July 23, 2011

With a rain date of July 30, 2011. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Junely Escobar

Contact person is: Junely Escobar

Address is: _____

Phone number is: _____

****PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED****

WE THE UNDERSIGNED RESIDENTS OF THE Highland BLOCK OF 21st
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON July 23, 2011
BETWEEN THE HOURS OF 9 am AND 9 pm, OUR RAIN DATE IS July 30, 2011
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

NAME

ADDRESS

2115 S Highland Ave Berwyn
2115 Highland Ave Berwyn
2129 Highland Ave Berwyn
2129 Highland Ave Berwyn
2129 Highland Ave Berwyn
2127 Highland
2125 S Highland
2106 S Highland
2118 S Highland
2124 S Highland
2126 Highland
2120 S Highland
2120 S Highland
2114 Highland
2108 S Highland
2100 S Highland
2103 Highland
2109 Highland Ave apt 2

Robert J. Lovero
Mayor



A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875
www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

K-10

Date: 6-20-2011

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party 3200 block of Wisconsin

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3200 block
of WISCONSIN.

The residents request permission to hold the event on JULY 30th

With a rain date of JULY 31st. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Richard E. Lesa

Contact person is: Richard Lesa

Address is: _____

Phone number is: _____

****PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED****

WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF WISCONSIN
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON JULY 30th
BETWEEN THE HOURS OF 9th AND 9^{pm}, OUR RAIN DATE IS JULY 31st
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

NAME	ADDRESS
	3225 WISCONSIN
	3231
	3233
	e 3244
	3238
	3234
	3232
	3214
	3210
	3201
	3209
	3213
	3221
	3217



KH
June 20, 2011

City of Berwyn
City Hall
6700 26th Street
Berwyn, Illinois 60402

Re: Outdoor Cooking

Gentlemen and Ladies,

Thank you, for reading this communication. We at New Life Community Church of Berwyn, 1900 S. Oak Park have been informed that we need official permission to utilize our parking facilities to have an outdoor event. We would like to plan several of these events for the summer and fall season.

At these events we welcome the community to join us and form camaraderie with us as we want to be a Community Church in this community. On Sunday July 3, 2011 we would like to have a cook out after our service if the weather permits. We will not sale any of the prepared foods. This will commence around 1:00pm and end before 5:00pm.

We would also like to host a rummage sale and a fun day for the youth that would include jumping jacks, basketball and bean bag competition. We have not set a date for these events but will appreciate any support you can give.

We are looking forward to working with all of the City of Berwyn. If you have any questions or need additional information please feel free to contact me at 773-992-8399

A handwritten signature in blue ink, appearing to read "Pastor Abiathar Carroll".

Pastor Abiathar Carroll
New Life Community Church (Berwyn)
773-992-8399

EXPERIENCE IT! THE PRESENCE, THE POWER, THE PEOPLE

MAIN OFFICE: 4101 WEST 51st STREET ❖ CHICAGO, IL 60632
TEL 773.838.9470 ❖ FAX: 773.838.9450 ❖ WWW.NEWLIFECHICAGO.ORG

Robert J. Lovero
Mayor



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

Thomas Pavlik
City Clerk

Date: JUNE 11, 2011

Mayor Lovero & Members of
The Berwyn City Council

Re: **ALLEY GARAGE SALE** 1800 blocks of CLINTON &

Honorable Mayor Lovero & Members of Council:

The residents of the 1800 block of CLINTON / KENILWORTH
Name of Street/Streets

Wish to hold an **ALLEY GARAGE SALE** on JULY 10 / JULY 17
Date / Dates (Maximum 2)

We are aware of the Ordinance regarding **ALLEY GARAGE SALES** and will abide by all of them.

Thank you for your consideration.

Yours truly,

Patty Katsuleas

****All individual participants are required to fill out a garage sale application and sign the petition****

Contact person is: PATTY KATSULEAS

Address: _____

Phone number: _____

PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED

CLINTON

WE THE UNDERSIGNED RESIDENTS OF THE 1800 BLOCK OF KENILWORTH

(Street)

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK ALLEY / GARAGE SALE JULY 10, 20

BETWEEN THE HOURS OF 9:00A AND 5:00 P, OUR RAIN DATE IS JULY 17, 20

NAME

ADDRESS

1833 CLINTON AVE

1841 Clinton Ave

1843 Clinton Ave. ✓

1847 Clinton Ave

1851 S. Clinton Ave ✓

1844 S. Kenilworth ✓

1837 Clinton

1852 Kenilworth

1840 S. Kenilworth

1840 S. Kenilworth

1836 Kenilworth ave

1838 Kenilworth Ave

1827 Kenilworth ave ✓

1824 Kenilworth ave ✓

1818 Kenilworth

1804 Kenilworth

1805 S Clinton ✓

1817 Clinton

1819 Clinton ✓

1809 Clinton ✓

1829 Clinton

1821 Clinton